WATER-RIGHT DOCKET

Great Sand Dunes National Monument

Docket No: 3

WELL #3

State Water Rights Documentation

02-26-1990: registration of decreed existing well: permit no. 036263-f

FORM NO. GWS-12N 10/89

STATE OF COLORADO
OFFICE OF THE STATE ENGINEER
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203
(303) 866-3581

For Office Use only
PERMIT NUMBER 036263-F

REGISTRATION OF DECREED EXISTING WELL
PURSUANT TO C.R.S.37-92-304(8)

OWNER'S COPY

15845

1. WELL OWNER
NAME(S) : U. S. Dept. of Interior, Nat'l Park Service
Mailing Address: 301 South Howes St., Room 353
City, St. Zip : Fort Collins CO 80521
Phone (303) 221-8311

2. WELL LOCATION: COUNTY: Alamosa OWNER'S WELL DESIGNATION GRSA well No. 3
(Address) (City) (State) (Zip)
SE 1/4 of the SW 1/4, Sec. 2 Twp. 27 ☐ N. or ☒ S., Range 73 ☐ E. or ☒ W. 6th P.M.
Distances from Section Lines: 1,300 Ft. from ☐ N. or ☒ S. Line, 2,150 Ft. from ☐ E. or ☒ W. Line.

3. The well has historically been used for the following purpose(s):
Municipal purposes in a National Park, including visitor center & work center

4. Water from the well was first used beneficially by the original owner for the above described purpose(s) on August 4 1978 .

5. The total depth of this well is 375 feet.

6. The pumping rate is 25 gallons per minute.

7. The average annual amount of water diverted is 8.9 acre feet.

8. The land area irrigated from this well is: N/A Acres
described as: _____
(Legal Description)
or as _____ Subdivision Lot(s)_____ Block_____ Filing/Unit _____

FOR OFFICE USE ONLY

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 37-92-304(8), CRS THE STATE ENGINEER HAS ENTERED INTO HIS RECORDS, UNDER THE ABOVE ASSIGNED WELL PERMIT NUMBER, THE DETERMINATIONS MADE BY THE DIVISION 3 WATER COURT IN CASE NO. 81CW163 FOR WELL NO. GRSA well No. 3

MAR 1990
RECEIVED
WRD - FT COLLINS

Jim A. Danielson
State Engineer

Bruce E. DeBrine
By

2-26-90
Date

Court Case No. Div. 3 Co. 03 WD 35 Basin MD Use

02-28-1990: permit application form: alternate point of diversion for grsa well no. 3

810 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203

RECEIVED
OCT 10 1989
WATER RESOURCES
STATE ENGINEER
COLO.

RECEIVED
OCT 30 1989
WATER RESOURCES
STATE ENGINEER
COLO.

RECEIVED
FEB 05 '90
WATER RESOURCES
STATE ENGINEER
COLO.

PERMIT APPLICATION FORM

Application must be complete where applicable. Type or print in BLACK INK. No overstrikes or erasures unless initialed.

FOR: ( ) A PERMIT TO USE GROUND WATER
( ) A PERMIT TO CONSTRUCT A WELL
( ) A PERMIT TO INSTALL A PUMP
( ) REPLACEMENT FOR NO. _____
(X) OTHER Alternate Point of Diversion for GRSA Well No. 3

Decreed In WATER COURT CASE NO. 81CW163

(1) APPLICANT - mailing address
United States National Park Service
NAME Water Resources Division
STREET 301 S. Howes St., Room 353
CITY Fort Collins, CO 80521
(State) (Zip)
TELEPHONE NO. (303) 221-8311

(2) LOCATION OF PROPOSED WELL

County Alamosa
SE ¼ of the SE ¼, Section 34
Twp. 26 S (N,S), Rng. 73 W (E,W), 6th P.M.

(3) WATER USE AND WELL DATA

Proposed maximum pumping rate (gpm) 25 gpm
Average annual amount of ground water to be appropriated (acre-feet): 8.9 acre feet Opr
Number of acres to be irrigated: _____
Proposed total depth (feet): 350 feet
Aquifer ground water is to be obtained from: _____
Owner's well designation GRSA Well No. 1

GROUND WATER TO BE USED FOR:

( ) HOUSEHOLD USE ONLY - no irrigation (0)
(X) DOMESTIC (1)
( ) LIVESTOCK (2)
( ) COMMERCIAL (4)
( ) INDUSTRIAL (5)
( ) IRRIGATION (6)
(X) MUNICIPAL (8)
( ) OTHER (9) _____
DETAIL THE USE ON BACK IN (11)

(4) DRILLER

Name _____
Street _____
City _____
(State) (Zip)
Telephone No. _____ Lic. No. _____

FOR OFFICE USE ONLY: DO NOT WRITE IN THIS COLUMN

Receipt No. 15562
Basin _____ District _____

OWNER'S COPY

CONDITIONS OF APPROVAL

This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.

1) APPROVED FOR THE USE OF AN EXISTING STRUCTURE, A WELL REGISTERED UNDER NO. 16400. ISSUANCE OF THIS PERMIT HEREBY CANCELS PERMIT NO. 16400.
2) APPROVED PURSUANT TO CRS 37-90-137(2) AND THE ATTACHED FINDINGS OF THE STATE ENGINEER DATED FEBRUARY 26, 1990.
3) APPROVED AS A SUPPLEMENTAL WELL FOR THE PURPOSE OF OBTAINING THE ORIGINAL APPROPRIATION OF WELL NO. 36263-F (GRSA WELL NO. 3, 81-CW-163).
4) THE SIMULTANEOUS MAXIMUM PUMPING RATE OF THIS WELL AND WELL NO. 36263-F SHALL NOT EXCEED 25 GPM.
5) THE COMBINED AVERAGE ANNUAL AMOUNT OF GROUND WATER APPROPRIATED BY THIS WELL AND WELL NO. 36263-F SHALL NOT EXCEED 8.0 ACRE-FEET.
6) THIS WELL AND WELL NO. 36263-F ARE RESTRICTED TO SERVING DOMESTIC AND MUNICIPAL PURPOSES IN A NATIONAL PARK VISITOR CENTER, PICNIC GROUND, AND EMPLOYEE HOUSING AND WORK CENTER.
7) TOTALIZING FLOW METERS MUST BE INSTALLED ON THIS WELL AND WELL NO. 36263-F, AND BE MAINTAINED IN GOOD WORKING ORDER. PERMANENT RECORDS OF ALL DIVERSIONS MUST BE MAINTAINED BY THE WELL OWNER (RECORDED AT LEAST ANNUALLY) AND BE SUBMITTED TO THE DIVISION ENGINEER UPON REQUEST.
8) THE USE OF THIS WELL AS A SUPPLEMENTAL POINT OF DIVERSION IS A CHANGE IN WATER RIGHT. THIS WELL SHALL BE JUNIOR TO ALL VESTED WATER RIGHTS UNTIL SUCH TIME AS THE CHANGE IN WATER RIGHT HAS BEEN APPROVED BY THE DIVISION 3 WATER COURT AND THE WELL THEN MUST BE OPERATED PURSUANT TO THE TERMS AND CONDITIONS OF THAT DECREE.
9) THIS WELL SHALL BE LOCATED AT LEAST 600 FEET FROM ANY OTHER WELL (WELL NO. 36263-F) UNLESS PRIOR WRITTEN APPROVAL IS OBTAINED FROM THE DIVISION OF WATER RESOURCES.
10) THE OWNER SHALL MARK THE WELL IN A CONSPICUOUS PLACE WITH APPROPRIATE WELL PERMIT NUMBERS, NAME OF THE AQUIFER, AND COURT CASE NUMBERS. HE SHALL TAKE NECESSARY MEANS AND PRECAUTIONS TO PRESERVE THESE MARKINGS.

APPLICATION APPROVED

PERMIT NUMBER 036273 - F
DATE ISSUED FEB 28 1990
EXPIRATION DATE FEB 28 1991

Jim A. Davidson
(STATE ENGINEER)
BY Bruce E. DeBrine
I.D. 3-35 COUNTY 02

FINDINGS OF THE STATE ENGINEER

IN THE MATTER OF AN APPLICATION FOR A PERMIT TO CONSTRUCT (USE AN EXISTING STRUCTURE) A WELL IN WATER DIVISION NO. 3, ALAMOSA COUNTY, COLORADO.

APPLICANT: UNITED STATES DEPARTMENT OF INTERIOR, NATIONAL PARK SERVICE

PERMIT NO. 36273-F

In compliance with C.R.S. 37-90-137(1), United States Department of Interior, National Park Service, Water Resources Division, 301 South Howes Street, Room 353, Fort Collins, CO 80521 (hereinafter "applicant"), submitted an application for a permit to use an existing structure, registration No. 16400. Based on the information provided by the applicant and the records of the Division of Water Resources, the State Engineer finds as follows:

1. The application was last received complete by the State Engineer on February 5, 1990.

2. The existing well is located in the SE 1/4 of the SE 1/4 of Section 34, Township 26 South, Range 73 West, New Mexico Principal Meridian.

3. The existing location is outside the boundaries of a designated ground water basin.

4. The proposed maximum pumping rate for this well is 25 gallons per minute.

5. The proposed average annual amount of ground water to be appropriated is 8.9 acre-feet.

6. The registration for well No.16400, accepted December 8, 1961 states that well No. 16400 was constructed in May, 1957 to a depth of 350 feet and was perforated in the interval between 290 feet and 320 feet. The well produces from the fractured basement complex rocks. In a pump test conducted in May, 1957, this well produced 18 gpm.

7. The registration for well No. 16400 states that the well is used for domestic and irrigation purposes in the Great Sand Dunes National Monument.

8. Well No. 16400 was capped when its functions were replaced by GRSA well No. 3, late registered pursuant to the decree as well No.36263-F.

9. The applicant proposes to reopen well No. 16400 and to apply water diverted from the well to the following beneficial use: Domestic and municipal uses in a National Park visitor center, picnic ground, maintenance area and employee housing.

10. The applicant has proposed using this well to supplement well No. 36263-F (GRSA well No. 3 decreed in Case No. 81CW163) for the purpose of obtaining the original appropriation of such well which can no longer be obtained from the well.

11. Well NO. 36263-F was decreed as GRSA Well No. 3 on June 30, 1989 for 25 gpm for municipal and domestic purposes. The well was constructed on August 4, 1978 to a total depth of 375 feet, and is an open hole from 115 feet below land surface. The well produces from fractured granite. In a pump test conducted on August 9, 1978, this well produced up to 25.8 gpm in an 5 hour and 49 minute test with a drawdown of 55 feet. The depth to static water level was 117 feet.

12. A field inspection by Division of Water Resources personnel revealed that GRSA well No. 3 decreed in Case No. 81CW163 has been used to supply water to a picnic ground, visitor center, and work center.

No material injury to vested water rights would result from the issuance of the requested permit subject to the following conditions:

a. The use of this well as an supplemental point of diversion to the existing well is a change in water right. This well shall be junior to all vested water rights until such time as the change in water right has been approved by the Division Water Court and the well must then be operated pursuant to the terms and conditions of that decree.

b. The combined maximum pumping rate of this well and well No.36263-F (GRSA well No. 3, Case No. 81CW163) shall not exceed 25 gallons per minute.

c. The combined average annual amount of ground water to be appropriated by this well and well No. 36263-F (GRSA well No. 3) shall not exceed 8.9 acre feet.

d. This well and well No. 36263-F (GRSA well No.3) are restricted domestic and municipal use in a picnic ground, visitor center, and employee housing and work center in a National Park.

e. Totalizing flow meters must be installed on this well and well No. 36263-F (GRSA well No. 3) and be maintained in good working order. Permanent records of all diversions must be maintained by the well owner (recorded at least annually) and submitted to the Division Engineer upon request.

Permit No. 36273-F

Dated this 26th day of February, 1990.

Jeris A. Danielson
State Engineer

By: Bruce E. DeBrine
Water Resource Engineer

Prepared by: GRG

6978I

ROY ROMER
Governor

JERIS A. DANIELSON
State Engineer

OFFICE OF THE STATE ENGINEER
DIVISION OF WATER RESOURCES

1313 Sherman Street-Room 818
Denver, Colorado 80203
(303) 866-3581

March 2, 1990

MEMORANDUM

TO: NATIONAL PARK SERVICE, WATER RESOURCE DIVISION

FROM: GLENN GRAHAM

SUBJECT: Well Permit No. 36273-F

Please note that even though this well has been in existence for some time, this office has issued a new permit for this well to be used to supplement another well. As a new well permit has been issued, it will be necessary for you to submit a new Statement of Beneficial Use when the subject well is returned to service under the new permit number shown on the enclosed permit.

Please feel free to contact this office if you have any questions regarding the completion and submission of the required Statement of Beneficial Use.

Form WP/memo.txt
i

FORM NO. GWS-9 7/89

STATE OF CO[illegible]RADO
OFFICE OF THE STATE ENGINEER
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203
(303) 866-3581

For Office Use only

TYPE OR PRINT IN BLACK INK

WELL ABANDONMENT REPORT

ABANDONED WELL NUMBER IF REGISTERED_____

1. INDIVIDUAL/COMPANY RESPONSIBLE FOR PLUGGING
   NAME(S) _____
   Mailing Address _____
   City, St. Zip _____
   Phone (____)_____

2. ACTUAL WELL LOCATION: COUNTY_____
   PROPERTY ADDRESS _____
   (Address) (City) (State) (Zip)
   _____1/4 _____1/4, Sec._____ Twp._____ ☐ N. ☐ S., Range_____ ☐ E. ☐ W. _____P.M.
   Distances from Section Lines _____Ft. from ☐ N. ☐ S. Line, _____Ft. from ☐ E. or ☐ W. Line.

3. I (we), report that an existing well was plugged and abandoned for the following reason(s):
   ☐ The well was plugged and abandoned as required under the conditions of approval of Well Permit No. _____.
   ☐ The well was not in use and was abandoned.
   ☐ Other (please explain) _____

4. The well was plugged and abandoned according to the Water Well Construction and Pump Installation Rules on_____, 19____.

5. The well was plugged with the following materials placed at the indicated intervals:

AMOUNT AND TYPE OF MATERIAL	METHOD OF PLACEMENT	INTERVAL
_____	_____	from_____feet to _____feet
_____	_____	from_____feet to _____feet
_____	_____	from_____feet to _____feet
_____	_____	from_____feet to _____feet
INTERVALS OF CASING REMOVED/RIPPED IN FEET		from_____feet to _____feet
		from_____feet to _____feet

6. I (we) have read the statements made herein and know the contents thereof, and that they are true to my (our) knowledge. [Pursuant to Section 24-4-104 (13)(a) C.R.S., the making of false statements herein constitutes perjury in the second degree and is punishable as a class 1 misdemeanor.]

Name/Title (Please type or print)	Signature	Date

–INFORMATION– It is the responsibility of the well owner to have the well properly plugged and abandoned. The well construction contractor is responsible for notifying the well owner of the plugging and abandonment requirement. This form may be reproduced by photocopy or word processing means.

ROY ROMER
Governor

JERIS A. DANIELSON
State Engineer

OFFICE OF THE STATE ENGINEER
DIVISION OF WATER RESOURCES

1313 Sherman Street-Room 818
Denver, Colorado 80203
(303) 866-3581

INFORMATION ABOUT YOUR WELL PERMIT

Please note that this permit is valid for only one year after the date issued unless extended for good cause shown by the issuing agency. This means that the well must be constructed, the water therefrom put to beneficial use, and then the enclosed Statement of Beneficial Use of Ground Water completed, signed, notarized, and received by the Division of Water Resources prior to the expiration date of the permit. Unless this is done, the permit shall expire and be of no force or effect at the expiration of that one year. The enclosed Statement of Beneficial Use of Ground Water should be filed as soon as possible after the water has been put to beneficial use; but, in any event, no later than the expiration date of the permit.

If you are unable to construct the well, put it to beneficial use, and submit the Statement of Beneficial Use prior to the expiration date of the permit, you may request an extension of time. The State Engineer may, with good cause shown, grant one (1) extension for a period not to exceed one (1) year. In order for such a request to be considered, it must be received, in writing, by the State Engineer prior to the expiration date of the permit and must be accompanied by a filing fee of sixty dollars ($60). The request must state the reasons why the well has not been completed and put to use and give an estimate of time necessary to complete it and put it to beneficial use.

"Beneficial Use" is generally defined as the use of that amount of water that is reasonable and appropriate under reasonably efficient practices to accomplish without waste the purpose for which the appropriation is lawfully made.

Your well must be constructed and the pump installed by a contractor or contractors licensed by the State of Colorado, or one or both can be done by you with equipment owned and operated by you.

Please note the "CONDITIONS OF APPROVAL" on your permit. These must be complied with for the permit to be valid.

The original of the well permit is on file in the Office of the State Engineer, and additional copies may be obtained therefrom if needed. A fee of fifty cents (50¢) per page must accompany requests for copies.

NON-EXEMPT WELL PERMIT REFERENCE C.R.S. 1973, 37-90-137 AND 37-80-110.

Form #0946

COPY

JUL 5 - 1979
DEPT. JUSTICE LANDS DIVISION
DENVER, COLO.

Filed in District Court
Water Division 3, Colorado
JUN 89
Carl S. Rutberg
Clerk Of The Water Court

DISTRICT COURT, WATER DIVISION NO. 3, STATE OF COLORADO

CASE NO. 81CW163

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECREE

CONCERNING THE APPLICATION FOR WATER RIGHTS OF THE UNITED STATES OF AMERICA IN ALAMOSA COUNTY.

THIS MATTER comes before the court for entry of Findings of Fact, Conclusions of Law and Decree, the parties having consented thereto. The court, having examined the records and files herein, and being now fully and sufficiently advised in the premises, hereby makes the following Findings of Fact, Conclusions of Law and Decree:

FINDINGS OF FACT

1. The United States of America was joined as a party in Water Division No. 3 pursuant to the McCarran Amendment, 43 U.S.C. §666, in 1979.

2. The United States of America filed an application for water rights in December 20, 1979, styled a general application which was assigned Case No. 79CW85. Thereafter, on November 24, 1981, the United States filed this application for water rights at the Great Sand Dunes National Monument as an amendment to Case No. 79CW85 which was assigned Case No. 81CW163.

3. In this case, the Applicant claimed rights in GRSA Well No. 2 to 30 gpm, for municipal use and in GRSA Well No. 3 to 25 gpm, for municipal and domestic use. The wells are located on reserved lands in the Great Sand Dunes National Monument, in Alamosa County, Colorado, within the watershed of Medano Creek. The priority date claimed for GRSA Well No. 2 is August 1, 1963, and the priority date for GRSA Well No. 3 is August 4, 1978.

4. The following Objectors filed Statements of Opposition in Case No. 79CW85 but failed to file Supplemental Statements of Opposition in the captioned case:

Seamster Farms, Inc.
Avis Neal Roemer Trust
Homestake Mining Co.
Fullenwider Ranches, Inc.
/LD Ranch
Neil F. Seitz
Blue Pond and Associates
City and County of Denver
Adolph Coors Company
AZL Resources, Inc.
Hans G. Hardt
Rosie Hardt
Walter Mundorf
SLV Municipalities
City of Alamosa
Conejos Water Conservancy District

5. The following Objectors filed timely Statements of Opposition and/or Supplemental Statements of Opposition in the captioned case:

State of Colorado
Rio Grande Water Conservation District
Rio Grande Water Users Association, et al.

The time for filing Supplemental Statements of Opposition to the captioned case expired May 8, 1987, pursuant to the Referee's Order filed March 4, 1987.

6. The appropriations were initiated by drilling the respective wells on the dates claimed and water therefrom applied to municipal uses.

7. All legal descriptions in this Findings of Fact, Conclusions of Law and Decree are with reference to the 6th Principal Meridian.

CONCLUSIONS OF LAW

8. All notices required by law for filing and publication of the application in the Resume of Water Division No. 3 have been fulfilled, and the court has jurisdiction over the subject matter and all parties whether or not they have appeared.

9. This court has previously ruled that applications filed as amendments to Case No. 79CW85 prior to March 31, 1982, relate back to Case No. 79CW85. See, this court's Orders dated December 31, 1981, and June 9, 1988, Case No. 79CW85. The application in this case is within the terms of those Orders and is a clarifying amendment to the application filed by the United States in Case No. 79CW85, and the United States is, therefore,

entitled to antedate priorities subsequent to March 17, 1932. United States v. Bell, 724 P.2d 631, 645 (Colo. 1986).

10. Applicant, United States of America, is entitled to this Decree as a matter of law.

DECREE

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. The Findings of Fact and Conclusions of Law contained herein are incorporated by reference and made a part of this Decree.

2. The United States of America is entitled to water rights in two wells in Alamosa County, State of Colorado, as set forth below:

SIXTH PRINCIPAL MERIDIAN

Legal description:	SW1/4 NE1/4 Sec. 35, T. 26 S, R. 73 W
Name of well:	GRSA Well No. 2
Well Permit No.:	04331-F
Depth: 180 ft.	Pump: Submersible
Priority Date:	August 1, 1963
Amount:	30 gpm absolute
Uses:	Municipal

Legal description:	SE1/4 SW1/4, Sec. 2, T. 27 S, R. 73 W
Name of well:	GRSA Well No. 3
Well Permit No.	None
Depth: 375 ft.	Pump: Submersible
Priority Date:	August 4, 1978
Amount:	25 gpm absolute
Uses:	Municipal

3. The right decreed herein is subject to administration by the State Engineer as is any other decree for the purposes decreed herein with the priority date as stated.

4. The Applicant shall install and maintain such water measurement devices, recording devices, content gauges and inlet and outlet measurement and recording devices, as the case may be, as are deemed essential by the Office of the State Engineer, and the same shall be installed and operated in accordance with instructions from said Office.

5. IT IS FURTHER ORDERED that the Water Clerk shall mail copies of this Findings of Fact, Conclusions of Law and Decree as required by statute.

DATED AND ENTERED OF RECORD this 30th day of June, ~~1988~~. 1989

BY THE COURT:

ROBERT W. OGBURN, Judge
Water Division No. 3
State of Colorado

The undersigned agree to the entry of this decree.

DATE: 7 June 1989

MICHAEL J. NORTON
United States Attorney

By _____
JOHN R. HILL, JR. #10214
Attorney
U. S. Department of Justice
Land and Natural Resources Div.
1961 Stout Street, Drawer 3607
Denver, CO 80294
(303) 844-2892

ATTORNEYS FOR APPLICANT
UNITED STATES OF AMERICA

DATED: 11-8-88

FOR THE ATTORNEY GENERAL

By _____
CAROL D. ANGEL #13123
Assistant Attorney General
Natural Resources Section
1525 Sherman Street, 3rd Floor
Denver, CO 80203
(303) 866-5114

DATED: 11-3-88

FOR OBJECTOR RIO GRANDE WATER
USERS ASSOCIATION

By _____
PAULA C. PHILLIPS #8029
Carlson, Hammond & Paddock
2750 One United Bank Center
1700 Lincoln Street
Denver, CO 80203
(303) 861-9000

DATED: 10-31-88

FOR OBJECTOR RIO GRANDE WATER CONSERVATION DISTRICT

By _____

DAVID W. ROBBINS #6112
Hill & Robbins
1441 Eighteenth Street, Suite 100
Denver, CO 80202
(303) 296-8100

DISTRICT COURT, WATER DIVISION 3, STATE OF COLORADO

CASE NO. 81CW163

CERTIFICATE OF MAILING

I do hereby certify that on the 30th day of June, 1989 I personally deposited in the United States Mail, a signed copy of the foregoing Findings of Fact, Conclusions of Law & Decree in a sealed envelope bearing sufficient postage properly addressed to:

Jeris A. Danielson
State Engineer
1313 Sherman Street
Denver, CO 80203

Steven E. Vandiver
Division Engineer
Water Division 3
P.O. Box 269
Alamosa, CO 81101

United States of America
c/o John R. Hill, Jr.
Dept. of Justice
Land & Natural Resources Section
1961 Stout St., Drawer 3607
Denver, CO 80294

John R. Hill, Jr., Attorney
U.S. Department of Justice
Land & Natural Resources Section
1961 Stout St., Drawer 3607
Denver, CO 80294

State of Colorado
Dept. of Natural Resources
1525 Sherman St., 3rd Floor
Denver, CO 80203

Carol D. Angel
Assistant Attorney General
Natural Resources Section
1525 Sherman St., 3rd Floor
Denver, CO 80203

Rio Grande Water Conservation District
10900 E. Hwy. 160
Alamosa, CO 81101

David W. Robbins
HILL & ROBBINS
1441 Eighteenth St., #100
Denver, CO 80202

Rio Grande Water Users Association
c/o John U. Carlson
CARLSON, HAMMOND & PADDOCK
1700 Lincoln, Suite 3900
Denver, CO 80203

Paula C. Phillips
CARLSON, HAMMOND & PADDOCK
1700 Lincoln St., Suite 3900
Denver, CO 80203

BY: _____, Deputy
Carol S. Redding
Clerk of the Water Court
Water Division 3

WRD-3 Rev. 7t

COLORADO DIVISION OF WATER RESOURCES

818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203

PERMIT APPLICATION FORM

Application must be complete where applicable. Type or print in BLACK INK. No overstrikes or erasures unless initialed.

FOR: (x) A PERMIT TO USE GROUND WATER
(x) A PERMIT TO CONSTRUCT A WELL
(x) A PERMIT TO INSTALL A PUMP

(x) REPLACEMENT FOR NO. 16400 (1-25-62)
( ) OTHER _____
WATER COURT CASE NO. _____

(1) APPLICANT - mailing address

NAME U.S. Department of the Interior
National Park Service

STREET Great Sand Dunes National Monument

CITY Alamosa (State) Colorado (Zip) 81101

TELEPHONE NO. _____

(2) LOCATION OF PROPOSED WELL

County Alamosa

SE ¼ of the SW ¼, Section 2

Twp. 27 (N.S) S, Rng. 73 (E.W) W, 6th P.M.

(3) WATER USE AND WELL DATA

Proposed maximum pumping rate (gpm) 30

Average annual amount of ground water to be appropriated (acre-feet): 10

Number of acres to be irrigated: ½ acre lawns

Proposed total depth (feet): 250

Aquifer ground water is to be obtained from:

_____

Owner's well designation GRSA 22773AF03

GROUND WATER TO BE USED FOR:

( ) HOUSEHOLD USE ONLY - no irrigation (0)
( ) DOMESTIC (1)
( ) LIVESTOCK (2)
( ) COMMERCIAL (4)
( ) INDUSTRIAL (5)
( ) IRRIGATION (6)
(x) MUNICIPAL (8)
( ) OTHER (9) _____

DETAIL THE USE ON BACK IN (11)

(4) DRILLER

Name _____

Street _____

City _____ (State) (Zip)

Telephone No. _____ Lic. No. _____

FOR OFFICE USE ONLY: DO NOT WRITE IN THIS COLUMN

Receipt No. _____ / _____

Basin _____ Dist. _____

CONDITIONS OF APPROVAL

This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.

APPLICATION APPROVED

PERMIT NUMBER _____

DATE ISSUED _____

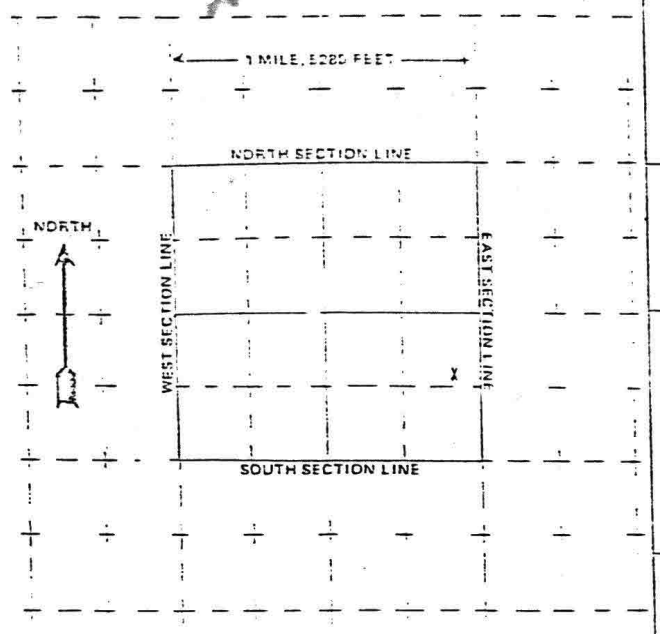
EXPIRATION DATE _____

_____
(STATE ENGINEER)

BY _____

I.D _____ COUNTY _____

(5) THE LOCATION OF THE PROPOSED WELL and the area on which the water will be put must be shown on the Diagram below. Use the CENTER SECTION (1 section, 640 acres) for the well location.



The scale of the diagram is 2 inches = 1 mile
Each small square represents 40 acres

WATER EQUIVALENTS TABLE (Rounded Figures)
An acre-foot covers 1 acre of land 1 foot deep
1 cubic foot per second (cfs) . . . 449 gallons per minute (gpm)
A family of 5 will require approximately 1 acre-foot of water per year
1 acre-foot . . . 43,560 cubic feet . . . 325,900 gallons
1,000 gpm pumped continuously for one day produces 4.42 acre-feet

(6) THE WELL MUST BE LOCATED BELOW
by distance from section lines

1260 ft. from South (north or south) section line

530 ft. from East (east or west) section line

LOT _____ BLOCK _____ FILING # _____

SUBDIVISION _____

(7) TRACT ON WHICH WELL WILL BE LOCATED Owner Natl. Park Service

No. of acres _____. Will this be the only well on this tract? _____

(8) PROPOSED CASING PROGRAM

Plain Casing

8 in. from 0 ft. to 220 ft.

_____ in. from _____ ft. to _____ ft.

Perforated casing

8 in. from 220 ft. to 250 ft.

_____ in. from _____ ft. to _____ ft.

(9) FOR REPLACEMENT WELLS give distance and direction from old well and plans for plugging it: The new well will be drilled approximately 2370 feet east of the old well. The well will be capped with a metal cap in case the well is needed for a standby water syste

(10) LAND ON WHICH GROUND WATER WILL BE USED:

Owner(s): _____ No. of acres: _____

Legal description: _____

(11) DETAILED DESCRIPTION of the use of ground water: Household use and domestic wells must indicate type of disposal system to be used. This water will be used for public use, visitor center, and domestic use for Park Service employee quarters. Disposal by septic tank.

(12) OTHER WATER RIGHTS used on this land, including wells. Give Registration and Water Court Case Numbers.

Type of right	Used for (purpose)	Description of land on which used
Groundwater 04331-F	Domestic	SE¼, NE¼, S35, T26S, R73W, 6th P.M.

(13) THE APPLICANT(S) STATE(S) THAT THE INFORMATION SET FORTH HEREON IS TRUE TO THE BEST OF HIS KNOWLEDGE.

_____

SIGNATURE OF APPLICANT(S)

Use additional sheets of paper if more space is required

WRJ-5-Rev. 76

COLORADO DIVISION OF WATER RESOURCES
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203

PERMIT APPLICATION FORM

Application must be complete where applicable. Type or print in BLACK INK. No overstrikes or erasures unless initialed.

FOR: (✓) A PERMIT TO USE GROUND WATER
(✓) A PERMIT TO CONSTRUCT A WELL
(✓) A PERMIT TO INSTALL A PUMP

( ) REPLACEMENT FOR NO. 16400 (1-25-62)
( ) OTHER _____
WATER COURT CASE NO. _____

(1) APPLICANT - mailing address

NAME U.S. DEPARTMENT OF THE INTERIOR / NATIONAL PARK SERVICE

STREET GREAT SAND DUNES NATIONAL MON.

CITY ALAMOSA PO BOX 60 COLORADO (State) 81101 (Zip)

TELEPHONE NO. 303-378-2312

(2) LOCATION OF PROPOSED WELL

County ALAMOSA

SE ¼ of the SW ¼, Section 2

Twp. 27 S (N,S), Rng. 73 W (E,W), 6TH P.M.

(3) WATER USE AND WELL DATA

Proposed maximum pumping rate (gpm) 30

Average annual amount of ground water to be appropriated (acre-feet): 10 acre feet

Number of acres to be irrigated: ½ acre lawn

Proposed total depth (feet): 250'

Aquifer ground water is to be obtained from:

Owner's well designation GRSA 22773 BF03

GROUND WATER TO BE USED FOR:

( ) HOUSEHOLD USE ONLY - no irrigation (0)
(✓) DOMESTIC (1)
( ) LIVESTOCK (2)
( ) COMMERCIAL (4)
( ) INDUSTRIAL (5)
( ) IRRIGATION (6)
(✓) MUNICIPAL (8)
( ) OTHER (9) _____

DETAIL THE USE ON BACK IN (11)

(4) DRILLER

Name _____

Street _____

City _____ (State) _____ (Zip)

Telephone No. _____ Lic. No. _____

FOR OFFICE USE ONLY: DO NOT WRITE IN THIS COLUMN

Receipt No. _____ / _____

Basin _____ Dist. _____

CONDITIONS OF APPROVAL

This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.

APPLICATION APPROVED

PERMIT NUMBER _____

DATE ISSUED _____

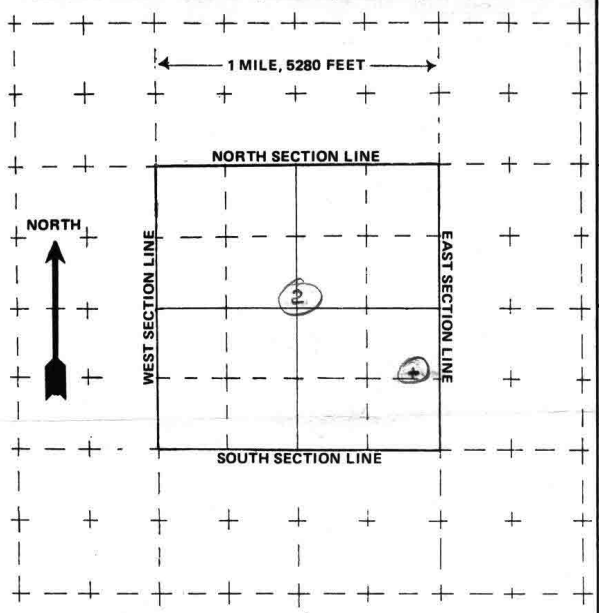
EXPIRATION DATE _____

_____
(STATE ENGINEER)

BY _____

I.D. _____ COUNTY _____

(5) THE LOCATION OF THE PROPOSED WELL and the area on which the water will be used must be indicated on the diagram below. Use the CENTER SECTION (1 section, 640 acres) for the well location.



The scale of the diagram is 2 inches = 1 mile
Each small square represents 40 acres.

WATER EQUIVALENTS TABLE (Rounded Figures)

An acre-foot covers 1 acre of land 1 foot deep
1 cubic foot per second (cfs) . . . 449 gallons per minute (gpm)
A family of 5 will require approximately 1 acre-foot of water per year.
1 acre-foot . . . 43,560 cubic feet . . . 325,900 gallons.
1,000 gpm pumped continuously for one day produces 4.42 acre-feet.

(6) THE WELL MUST BE LOCATED BELOW by distances from section lines.

7260 ft. from SOUTH (north or south) sec. line

530 ft. from EAST (east or west) sec. line

LOT _____ BLOCK _____ FILING # _____

SUBDIVISION _____

(7) TRACT ON WHICH WELL WILL BE LOCATED Owner: NAT. PARK SERVICE

No. of acres _____. Will this be the only well on this tract? _____

(8) PROPOSED CASING PROGRAM

Plain Casing

8 in. from 0 ft. to 220 ft.

_____ in. from _____ ft. to _____ ft.

Perforated casing

8 in. from 220 ft. to 250 ft.

_____ in. from _____ ft. to _____ ft.

(9) FOR REPLACEMENT WELLS give distance and direction from old well and plans for plugging it:

THE NEW WELL WILL BE DRILLED APPROX. 2370 EAST OF THE OLD WELL. THE WELL WILL BE CAPPED WITH A METAL CAP IN CASE THE WELL IS NEEDED FOR A STANDBY WATER SYSTEM.

(10) LAND ON WHICH GROUND WATER WILL BE USED:

Owner(s): NATIONAL PARK SERVICE No. of acres: _____

Legal description: _____

(11) DETAILED DESCRIPTION of the use of ground water: **Household use and domestic wells must indicate type of disposal system to be used.**

THIS WATER WILL BE USED FOR PUBLIC USE VISITOR CENTER & DOMESTIC USE FOR PARK SERVICE EMPLOYEE QUARTERS. DISPOSAL BY SEPTIC TANK.

(12) OTHER WATER RIGHTS used on this land, including wells. Give Registration and Water Court Case Numbers.

Type or right	Used for (purpose)	Description of land on which used
Groundwater 04331-F	domestic	SE¼, NE¼, Sec 35, T26S, R73W, 6th P.M.

(13) THE APPLICANT(S) STATE(S) THAT THE INFORMATION SET FORTH HEREON IS TRUE TO THE BEST OF HIS KNOWLEDGE.

SIGNATURE OF APPLICANT(S)

Use additional sheets of paper if more space is required.

08-04-1978: affidavit for unregistered well: use this form if well is unregistered and no documentation can be provided

AFFIDAVIT FOR UNREGISTERED WELL

(USE THIS FORM IF WELL IS UNREGISTERED AND NO DOCUMENTATION CAN BE PROVIDED)

To be filed in quadruplicate, with application for adjudication. File separate affidavits for each well included in application. Furnish as much information below as possible.

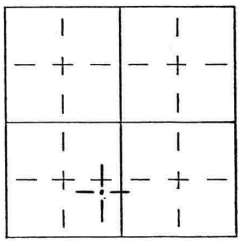
Name of Applicant United States of America, National Park Service Well No. 3

Great Sand Dunes National Monument, P.O. Box 60, Mosca, CO 81101

STATE OF COLORADO,)
County of Alamosa) ss.

William L. Mekeel, being first duly sworn, on oath desposes and says: That he is the applicant or one of the applicants for adjudication of the hereinafter described unregistered well, and makes this affidavit in support of the attached application for adjudication of such well;

That said Well No. 3, is located in the SE ¼ SW ¼, Section 2, Township 27S, Range 73W, in Alamosa County, approximately 1,260 feet from the South (N. or S.) Section line, and 2,200 feet from the East (E. or W.) Section line, approximately as shown on the Section Plat included herein;



THAT THE DETAILS OF SAID WELL ARE AS FOLLOWS, SO FAR AS MY INFORMATION EXTENDS:

That said well produces 25 gallons per minute by Pumping (Pumping or free flow);

That casing details are as follows:

Plain 8 in. from 0 ft. to 115 ft.
_____ in. from _____ ft. to _____ ft.

Perf. none in. from _____ ft. to _____ ft.
_____ in. from _____ ft. to _____ ft.

Pump Data:
Type submersible H. P. 3 Outlet Size 1¼ in.

NOTE: Well is 375 feet deep with open hole from 115' to 375'.

If Well is in a Town or Subdivision, insert following information:

N/A
Town, City or Subdivision

Lot _____ Block _____

If said well is in town or subdivision, the same is ____ feet from the _____ (N. or S.) line and _____ feet from the _____ (E. or W.) line of said lot.

That said Well is used for municipal and domestic purposes, and if used for irrigation, is used to irrigate approximately 0 acres.

If a domestic well, the water is used for 15 single family dwellings, including house trailers.

That said Well was ~~(enlarged)~~ (drilled) on or about the 4th day of August, 19 78, by new well to replace existing well, as a result of which the (State whether deepened, larger pump installed, etc.) production of said Well was increased from N/A. gallons per minute to N/A gallons per minute.

Remarks: (a) The United States seeks to antedate the adjudication dates of earlier decrees insofar as they, in conjunction with applicable statutes, appear or purport to preclude this Court from awarding to the United States its water rights bearing their true priority dates.

(b) The filing fees which accompany this application are paid under protest. The United States hereby claims reimbursement thereof on the grounds that filing fees constitute "costs" within the meaning of 43 U.S.C.A., Section 666(a), and as such are not properly taxed against the government in water adjudication proceedings.

JOSEPH DOLAN, UNITED STATES ATTORNEY

HANK MESHORER, Senior Trial Attorney, Dept. of Justice

By _____
JOHN R. HILL, JR., Trial Attorney
Department of Justice, Land and Natural Resources Div.
Federal Building, 1961 Stout Street
Drawer 3607, Denver, Colorado 80294

(303-837-2065)

06-27-1980: letter written by notary public regarding the foregoing application

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Kenneth R. Ashley, being first duly sworn, upon oath, deposes and says that (s)he has read the foregoing application, knows the contents thereof, and that the same are true.

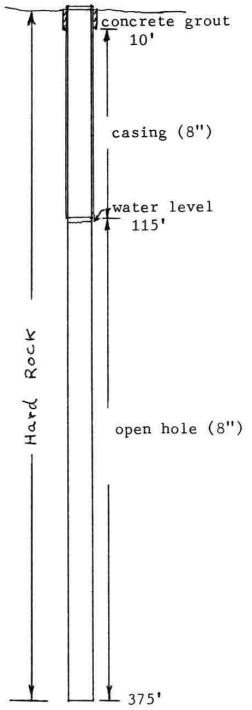
Kenneth R. Ashley
APPLICANT

Subscribed and sworn to before me this 27th day of June, 1980.

Mary Esther Shemwell
Notary Public

GREAT SAND DUNES NATIONAL MONUMENT (GRSAW22773AF03)

Well No. 3



Well drilling date:
Started: 6/23/78
Completed: 8/4/78

Location:
State: Colorado
Latitude: 37°43'33"N
Longitude: 105°30'31"W
Township: 27S
Range: 73W
Section: SE¼, SW¼, Sec. 2

Depth:
375'
Casing: 115'
Perforation: None
Open hole 260'
Perforation Size: N/A

Plug: None

Log Data:

Driller:
William Peck

Drilling Method:
Cable tool

Water Level:
117'

WELL SPECIFICATION (as built)

Federal Docket No. 3

GREAT SAND DUNES NATIONAL MONUMENT (GRSAW22773AF03)

Pumping and Recovery Data from the
New Well drilled during the
Period 6/23/78 to 8/4/78
Test conducted by Ron Hermance, Water Resources Div., RMR
Field No: 3
Location: SE¼, SW¼, Sec 2, T27S, R73W, 6th P.M.
near storage tank serving residential area

Pump Test (August 9, 1978)
Pump set at 360 feet below land surface

TIME (Minutes)	DEPTH TO WATER (Feet)	DRAWDOWN (Feet)	DISCHARGE (gpm)	REMARKS
0	117.00	-	-	Started
5	120.00	3.00		
10	120.55	3.55	10.8	
15	121.30	4.30		
20	121.77	4.77		
25	122.10	5.10		
30	122.60	5.60		
35	123.03	6.03		
40	123.60	6.60		
45	124.15	7.15	10.6	
50	124.80	7.80		
55	125.40	8.40		
60	126.45	9.45	23.6	
70	130.90	13.90		
80	133.21	16.21		
90	135.54	18.54	23.1	
95	-	-		
100	137.44	20.44		
112	140.00	23.00	24.1	
125	142.50	25.50		
130	-	-	25.8	
135	145.00	28.00		
147	147.50	30.50		
162	150.00	33.00	25.0	
179	152.50	35.50		
198	155.00	38.00		
217	157.50	40.50		Temp. 51° F.
238	160.00	43.00		
259	162.50	45.50	25.2	
279	165.00	48.00		
300	167.50	50.50		Sampled
325	170.00	53.00	24.4	
349 (5 hrs and 49 min.)	172.50	55.50		Pump shut off
			22.3	average for period

Well No: 3
Recovery Test (August 9, 1978)

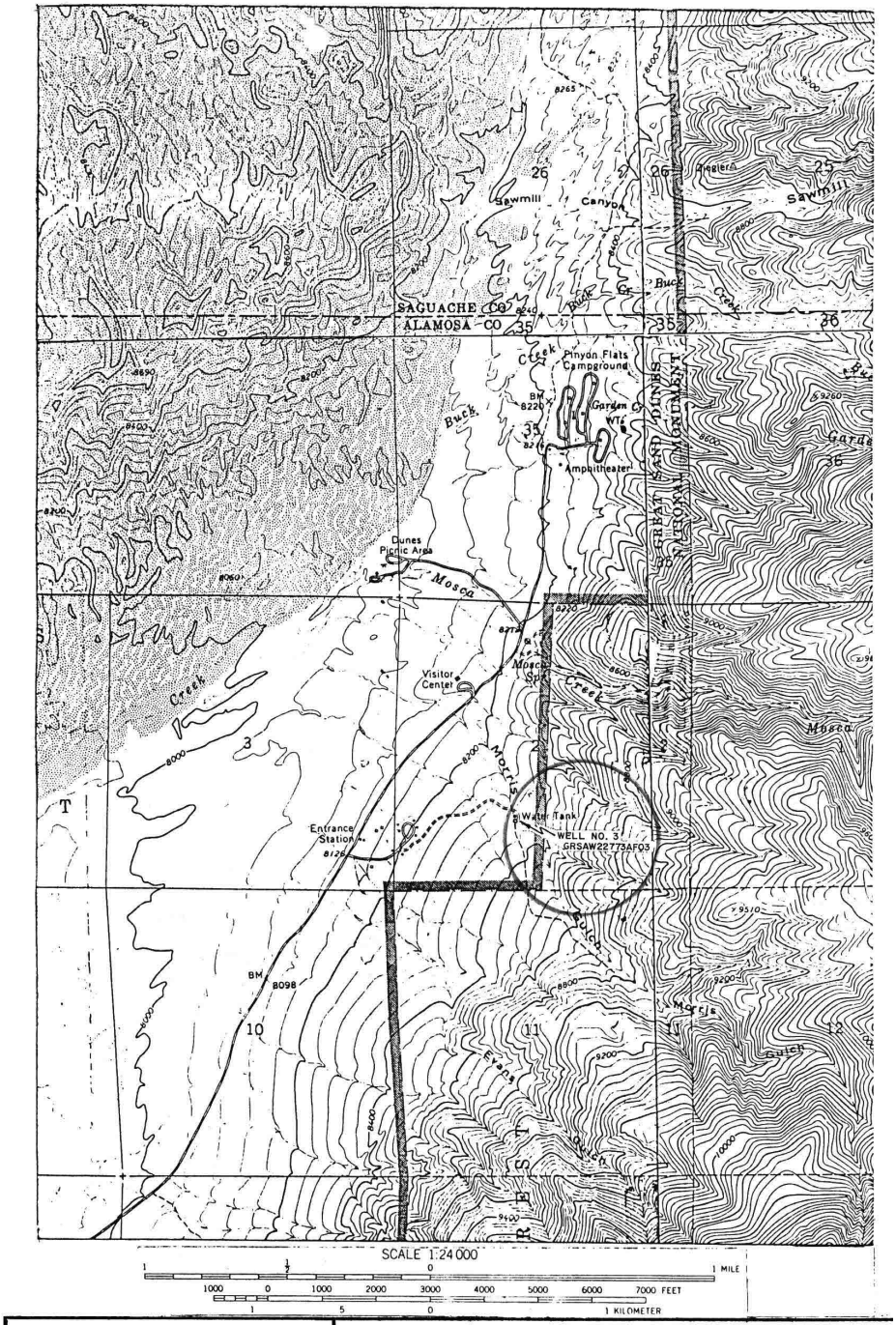
TIME SINCE PUMP WAS SHUT OFF (Minutes)	DEPTH TO WATER (Feet)	RESIDUAL DRAWDOWN (Feet)	REMARKS
0	172.50	55.50	Pump shut off
1	170.00	53.00	
6	167.50	50.50	
21	165.00	48.00	
31	163.78	46.78	
116	157.90	40.90	Pump removed from well
125	157.50	40.50	
138	157.00	40.00	
152	156.50	39.50	
167 (2 hours and 47 minutes)	156.00	39.00	

Well No: 3
Pump Test Interpretation

The specific capacity was about 0.40 gal/min. per foot of drawdown after pumping for 349 minutes (5 hours and 49 minutes). The specific capacity data serves only as an indicator of the capability of the aquifer and does not include other necessary data required to make accurate determinations of specific yield. Therefore, the data should be used only for approximating drawdown at pumping rates above 25 gal/min.

Test results indicate that the well should produce 25 to 30 gal/min. for 8 hour periods. The well should not be pumped at rates higher than 35 gal/min.

06-02-1980: map for well #3



Supporting Hydro Data

WJR-26-77

THIS FORM MUST BE SUBMITTED WITHIN 60 DAYS OF COMPLETION OF THE WORK DESCRIBED HEREON. TYPE OR PRINT IN BLACK INK.

COLORADO DIVISION OF WATER RESOURCES
1313 Sherman Street - Room 818
Denver, Colorado 80203

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER _____

WELL OWNER National Park Service
Great Sand Dunes National Monument
ADDRESS P.O. Box 60, Mosca, CO 81101

SE ¼ of the SW ¼ of Sec. 2,
T. 27 S, R. 73 W, 6th P.M.

DATE COMPLETED August 4, 1978

WELL LOG

From	To	Type and Color of Material	Water Loc.

TOTAL DEPTH 375
Use additional pages necessary to complete log.

HOLE DIAMETER

14 in. from 0 to 10 ft.
8 in. from 10 to 375 ft.
_____ in. from _____ to _____ ft.

DRILLING METHOD Cable Tool

CASING RECORD: **Plain Casing**

Size 8 & kind B.I. from 0 to 115 ft.
Size _____ & kind _____ from _____ to _____ ft.
Size _____ & kind _____ from _____ to _____ ft.

Perforated Casing

Size _____ & kind _____ from _____ to _____ ft.
Size _____ & kind _____ from _____ to _____ ft.
Size _____ & kind _____ from _____ to _____ ft.

Open hole from 115 feet to 375 feet.

GROUTING RECORD

Material Cement
Intervals N/A
Placement Method First 10 feet

GRAVEL PACK: Size None
Interval N/A

TEST DATA

Date Tested August 9, 1978
Static Water Level Prior to Test 117.00 ft.
Type of Test Pump Submersible
Length of Test 5 hours and 49 minutes
Sustained Yield (Metered) 22.3 GPM
Final Pumping Water Level 172.50

08-04-1978: pump installation report; well test data with permanent pump

PUMP INSTALLATION REPORT

Pump Make _____

Type _____

Powered by _____ HP _____

Pump Serial No. _____

Motor Serial No. _____

Date Installed _____

Pump Intake Depth _____

Remarks _____

_____

WELL TEST DATA WITH PERMANENT PUMP

Date Tested _____

Static Water Level Prior to Test _____

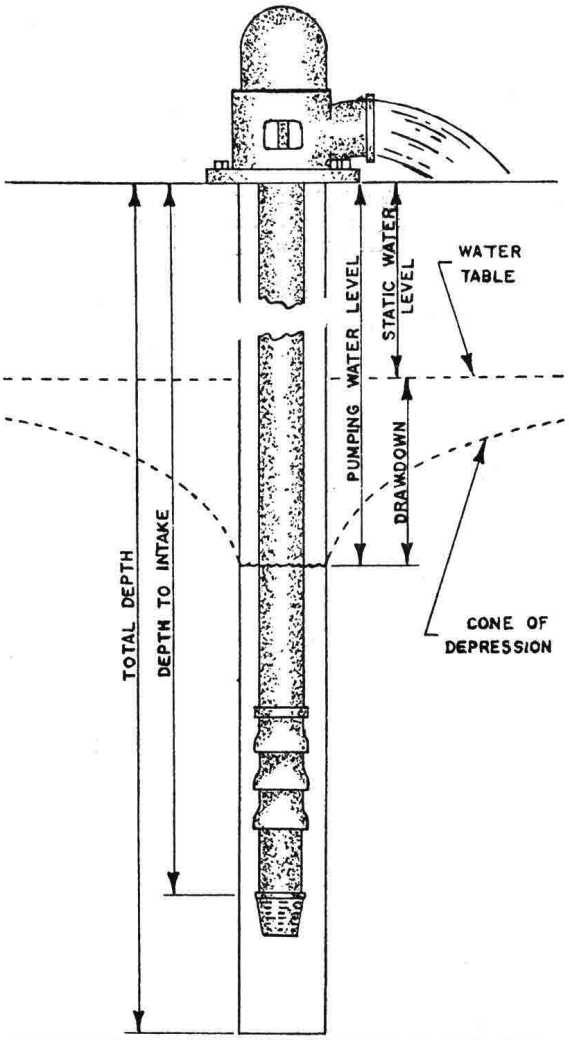
Length of Test _____ Hours

Sustained yield (Metered) _____ GPM

Pumping Water Level _____

Remarks _____

_____



CONTRACTORS STATEMENT

The undersigned, being duly sworn upon oath, deposes and says that he is the contractor of the well or pump installation described hereon; that he has read the statement made hereon; knows the content thereof, and that the same is true of his own knowledge.

Signature _____ License No. _____

State of Colorado, County of _____ SS

Subscribed and sworn to before me this ____ day of _____ , 19 ____ .

My Commission expires: _____ , 19 ____ .

Notary Public _____

FORM TO BE MADE OUT IN QUADRUPLICATE: WHITE FORM must be an original copy on both sides and signed. WHITE AND GREEN copies must be filed with the State Engineer. PINK COPY is for the Owner and YELLOW COPY is for the Driller.

Other Supporting Information

December 1, 1993

L54(479)
GRSA/Water Rights

Memorandum

To: Regional Solicitor, Rocky Mountain Region
Attn: Ralph Canaday

Through: Dan B. Kimball, Chief, Water Resources Division

From: Owen R. Williams, Chief, Water Rights Branch

Subject: Preparation of a Litigation Report For Water Rights at Great Sand Dunes National Monument

Water rights at Great Sand Dunes National Monument (GRSA) need to be changed to provide an adequate amount of water for domestic and municipal purposes. The change is for an additional point of diversion (GRSA Well #1) to supplement the water supplied from GRSA Well #3. The application for water rights must be submitted, by the Department of Justice (DoJ), to the Colorado District Court for Water Division 3.

The attached materials, listed below, are provided to assist in the preparation of a litigation report:

- --Summary report
- --Draft application (hard copy and electronic file copy, wordperfect 5.1)
- --Copies of selected permit applications, decrees, and correspondence applicable to the draft application
- --US Geological Survey 1:24,000 scale map with well locations plotted

If there are any questions, please contact Denise Newberry of my staff at (303) 225-3525.

Owen R. Williams

Attachments
cc: (all w/o attachments)
GRSA - Superintendent
RMR - Wise
DoJ - Dubois
479 - Williams, Johns, Flora, Jackson, Newberry

bcc: Docket 1 and 3

Summary Report

Prepared by
Denise Newberry
Water Rights Branch, Water Resources Division
October 6, 1993

Summary of Facts Relating to Application For Change of Water Right at Great Sand Dunes National Monument (GRSA)

On June 30, 1989, in Case No. 81CW163, GRSA Well No. 3 was decreed an appropriative water right for 25 gpm for municipal and domestic purposes with a priority date of August 4, 1978. Unexpectedly, soon after the decree was issued, flows from GRSA Well No. 3 became unreliable and the United States now desires to modify the existing water right to include supplemental Well No. 36273-F (GRSA Well No. 1) for the purpose of obtaining the original appropriation of GRSA Well No. 3.

Application for a permit for an Alternate Point of Diversion for GRSA Well No. 3, decreed in Water Court Case No. 81CW163, was filed with the State Engineer October 30, 1989, approved on February 28, 1990, and assigned Permit No. 36273-F.

The Statement of Beneficial Use of Ground Water for GRSA Well No. 1 was filed with the State Engineer on November 9, 1990, and accepted on January 25, 1993.

As stated in Permit No. 36273-F, the simultaneous maximum pumping rate of GRSA Well No. 1 (Permit No. 36273-F) and GRSA Well No. 3 (Permit No. 36263-F) shall not exceed 25 gpm. The combined average annual amount of groundwater appropriated by both wells shall not exceed 8.9 A-ft/yr. The wells shall be used for domestic and municipal purposes in Great Sand Dunes National Monument at the visitor center, picnic ground, park headquarters, employee housing and work center.

Background Information:

On December 20, 1979, the United States of America (USA) filed an application for water rights at Great Sand Dunes National Monument (GRSA) which was assigned Case No. 79CW85. Thereafter, on November 24, 1981, the USA filed amendments to Case No. 79CW85, which were assigned Case Nos. 81CW161, 81CW163, and 81CW164. In Case No. 81CW161, the USA claimed a Federal Reserved water right for 30 gpm to be used for domestic, public, and irrigation purposes from GRSA Well No. 1.

GRSA Well No. 1 was used for domestic purposes in Government-owned quarters by National Park Service employees, for maintenance of Government-owned vehicles and equipment, and for domestic use by visitors in a picnic area. After the application was filed, the well was capped and its functions replaced by GRSA Well No. 3, decreed as an appropriative right in Case No. 81CW163. Accordingly, the USA did not seek a decree for GRSA Well No. 1 in Case No. 81CW161. Case No. 81CW161 and Case No. 81CW164 constitute the final adjudication of all claims of the United States for reserved rights for GRSA.

FORM NO. GWS-12N 10/89

STATE OF COLORADO
OFFICE OF THE STATE ENGINEER
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203
(303) 866-3581

For Office Use only
PERMIT NUMBER 036263-F

REGISTRATION OF DECREED EXISTING WELL

PURSUANT TO C.R.S.37-92-304(8)

OWNER'S COPY

15815

1. WELL OWNER

NAME(S): U. S. Dept. of Interior, Nat'l Park Service
Mailing Address: 301 South Howes St., Room 353
City, St. Zip: Fort Collins CO 80521
Phone (303) 221-8311

2. WELL LOCATION: COUNTY: Alamosa OWNER'S WELL DESIGNATION GRSA well No. 3

(Address) (City) (State) (Zip)

SE 1/4 of the SW 1/4, Sec. 2 Twp. 27 ☐ N. or ☒ S., Range 73 ☐ E. or ☒ W. 6th P.M.

Distances from Section Lines: 1,300 Ft. from ☐ N. or ☒ S. Line, 2,150 Ft. from ☐ E. or ☒ W. Line.

3. The well has historically been used for the following purpose(s):
Municipal purposes in a National Park, including visitor center & work center

4. Water from the well was first used beneficially by the original owner for the above described purpose(s) on August 4 1978

5. The total depth of this well is 375 feet.

6. The pumping rate is 25 gallons per minute.

7. The average annual amount of water diverted is 8.9 acre feet.

8. The land area irrigated from this well is: N/A Acres
described as: _____ (Legal Description)
or as _____ Subdivision Lot(s)_____ Block_____ Filing/Unit _____

FOR OFFICE USE ONLY

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 37-92-304(8), CRS THE STATE ENGINEER HAS ENTERED INTO HIS RECORDS, UNDER THE ABOVE ASSIGNED WELL PERMIT NUMBER, THE DETERMINATIONS MADE BY THE DIVISION 3 WATER COURT IN CASE NO. 81CW163 FOR WELL NO. GRSA well No. 3

MAR 1990
RECEIVED
WRD - FT COLLINS

Jim A. Hamilton
State Engineer

Bruce E. DeBrine
By

2-26-90
Date

Court Case No. Div. 3 Co. 02 WD 35 Basin MD Use

81\ ntennial Bldg., 1313 Sherman St., Denver, Col\ RECEIVED OCT 30 1989 WATER RESOURCES STATE ENGINEER COLO.

FEB 05 '90 WATER RESOURCES STATE ENGINEER COLO.

PERMIT APPLICATION FORM

Application must be complete where applicable. Type or print in BLACK INK. No overstrikes or erasures unless initialed. RECEIVED OCT 10 1989 WATER RESOURCES STATE ENGINEER COLO.

FOR: ( ) A PERMIT TO USE GROUND WATER
( ) A PERMIT TO CONSTRUCT A WELL
( ) A PERMIT TO INSTALL A PUMP
( ) REPLACEMENT FOR NO. _____
(X) OTHER Alternate Point of Diversion for GRSA Well No. 3 Decreed In WATER COURT CASE NO. 81CW163

(1) APPLICANT - mailing address
United States National Park Service
NAME Water Resources Division
STREET 301 S. Howes St., Room 353
CITY Fort Collins, CO 80521 (State) (Zip)
TELEPHONE NO. (303) 221-8311

(2) LOCATION OF PROPOSED WELL

County Alamosa
SE ¼ of the SE ¼, Section 34
Twp. 26 S (N,S), Rng. 73 W (E,W), 6th P.M.

(3) WATER USE AND WELL DATA

Proposed maximum pumping rate (gpm) 25 gpm
Average annual amount of ground water to be appropriated (acre-feet): 8.9 acre feet Opa
Number of acres to be irrigated: _____
Proposed total depth (feet): 350 feet
Aquifer ground water is to be obtained from: _____
Owner's well designation GRSA Well No. 1

GROUND WATER TO BE USED FOR:

( ) HOUSEHOLD USE ONLY - no irrigation (0)
(X) DOMESTIC (1)
( ) LIVESTOCK (2)
( ) COMMERCIAL (4)
( ) INDUSTRIAL (5)
( ) IRRIGATION (6)
(X) MUNICIPAL (8)
( ) OTHER (9) _____
DETAIL THE USE ON BACK IN (11)

(4) DRILLER

Name _____
Street _____
City _____ (State) (Zip)
Telephone No. _____ Lic. No. _____

FOR OFFICE USE ONLY: DO NOT WRITE IN THIS COLUMN

15562

Receipt No. OWNER'S COPY
Basin _____ Dist. _____

CONDITIONS OF APPROVAL

This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.

1) APPROVED FOR THE USE OF AN EXISTING STRUCTURE, A WELL REGISTERED UNDER NO. 16400. ISSUANCE OF THIS PERMIT HEREBY CANCELS PERMIT NO. 16400.
2) APPROVED PURSUANT TO CRS 37-90-137(2) AND THE ATTACHED FINDINGS OF THE STATE ENGINEER DATED FEBRUARY 26, 1990.
3) APPROVED AS A SUPPLEMENTAL WELL FOR THE PURPOSE OF OBTAINING THE ORIGINAL APPROPRIATION OF WELL NO. 36263-F (GRSA WELL NO. 3, 81-CW-163).
4) THE SIMULTANEOUS MAXIMUM PUMPING RATE OF THIS WELL AND WELL NO. 36263-F SHALL NOT EXCEED 25 GPM.
5) THE COMBINED AVERAGE ANNUAL AMOUNT OF GROUND WATER APPROPRIATED BY THIS WELL AND WELL NO. 36263-F SHALL NOT EXCEED 8.0 ACRE-FEET.
6) THIS WELL AND WELL NO. 36263-F ARE RESTRICTED TO SERVING DOMESTIC AND MUNICIPAL PURPOSES IN A NATIONAL PARK VISITOR CENTER, PICNIC GROUND, AND EMPLOYEE HOUSING AND WORK CENTER.
7) TOTALIZING FLOW METERS MUST BE INSTALLED ON THIS WELL AND WELL NO. 36263-F, AND BE MAINTAINED IN GOOD WORKING ORDER. PERMANENT RECORDS OF ALL DIVERSIONS MUST BE MAINTAINED BY THE WELL OWNER (RECORDED AT LEAST ANNUALLY) AND BE SUBMITTED TO THE DIVISION ENGINEER UPON REQUEST.
8) THE USE OF THIS WELL AS A SUPPLEMENTAL POINT OF DIVERSION IS A CHANGE IN WATER RIGHT. THIS WELL SHALL BE JUNIOR TO ALL VESTED WATER RIGHTS UNTIL SUCH TIME AS THE CHANGE IN WATER RIGHT HAS BEEN APPROVED BY THE DIVISION 3 WATER COURT AND THE WELL THEN MUST BE OPERATED PURSUANT TO THE TERMS AND CONDITIONS OF THAT DECREE.
9) THIS WELL SHALL BE LOCATED AT LEAST 600 FEET FROM ANY OTHER WELL (WELL NO. 36263-F) UNLESS PRIOR WRITTEN APPROVAL IS OBTAINED FROM THE DIVISION OF WATER RESOURCES.
10) THE OWNER SHALL MARK THE WELL IN A CONSPICUOUS PLACE WITH APPROPRIATE WELL PERMIT NUMBERS, NAME OF THE AQUIFER, AND COURT CASE NUMBERS. HE SHALL TAKE NECESSARY MEANS AND PRECAUTIONS TO PRESERVE THESE MARKINGS.

APPLICATION APPROVED

PERMIT NUMBER 036273 - F
DATE ISSUED FEB 28 1990
EXPIRATION DATE FEB 28 1991

Jim A. Lochhead
(STATE ENGINEER)
BY Bruce E. McBride
I.D. 3-35 COUNTY 02

FINDINGS OF THE STATE ENGINEER

IN THE MATTER OF AN APPLICATION FOR A PERMIT TO CONSTRUCT (USE AN EXISTING STRUCTURE) A WELL IN WATER DIVISION NO. 3, ALAMOSA COUNTY, COLORADO.

APPLICANT: UNITED STATES DEPARTMENT OF INTERIOR, NATIONAL PARK SERVICE

PERMIT NO. 36273-F

In compliance with C.R.S. 37-90-137(1), United States Department of Interior, National Park Service, Water Resources Division, 301 South Howes Street, Room 353, Fort Collins, CO 80521 (hereinafter "applicant"), submitted an application for a permit to use an existing structure, registration No. 16400. Based on the information provided by the applicant and the records of the Division of Water Resources, the State Engineer finds as follows:

1. The application was last received complete by the State Engineer on February 5, 1990.

2. The existing well is located in the SE 1/4 of the SE 1/4 of Section 34, Township 26 South, Range 73 West, New Mexico Principal Meridian.

3. The existing location is outside the boundaries of a designated ground water basin.

4. The proposed maximum pumping rate for this well is 25 gallons per minute.

5. The proposed average annual amount of ground water to be appropriated is 8.9 acre-feet.

6. The registration for well No.16400, accepted December 8, 1961 states that well No. 16400 was constructed in May, 1957 to a depth of 350 feet and was perforated in the interval between 290 feet and 320 feet. The well produces from the fractured basement complex rocks. In a pump test conducted in May, 1957, this well produced 18 gpm.

7. The registration for well No. 16400 states that the well is used for domestic and irrigation purposes in the Great Sand Dunes National Monument.

8. Well No. 16400 was capped when its functions were replaced by GRSA well No. 3, late registered pursuant to the decree as well No.36263-F.

9. The applicant proposes to reopen well No. 16400 and to apply water diverted from the well to the following beneficial use: Domestic and municipal uses in a National Park visitor center, picnic ground, maintenance area and employee housing.

10. The applicant has proposed using this well to supplement well No. 36263-F (GRSA well No. 3 decreed in Case No. 81CW163) for the purpose of obtaining the original appropriation of such well which can no longer be obtained from the well.

11. Well NO. 36263-F was decreed as GRSA Well No. 3 on June 30, 1989 for 25 gpm for municipal and domestic purposes. The well was constructed on August 4, 1978 to a total depth of 375 feet, and is an open hole from 115 feet below land surface. The well produces from fractured granite. In a pump test conducted on August 9, 1978, this well produced up to 25.8 gpm in an 5 hour and 49 minute test with a drawdown of 55 feet. The depth to static water level was 117 feet.

12. A field inspection by Division of Water Resources personnel revealed that GRSA well No. 3 decreed in Case No. 81CW163 has been used to supply water to a picnic ground, visitor center, and work center.

No material injury to vested water rights would result from the issuance of the requested permit subject to the following conditions:

a. The use of this well as an supplemental point of diversion to the existing well is a change in water right. This well shall be junior to all vested water rights until such time as the change in water right has been approved by the Division Water Court and the well must then be operated pursuant to the terms and conditions of that decree.

b. The combined maximum pumping rate of this well and well No.36263-F (GRSA well No. 3, Case No. 81CW163) shall not exceed 25 gallons per minute.

c. The combined average annual amount of ground water to be appropriated by this well and well No. 36263-F (GRSA well No. 3) shall not exceed 8.9 acre feet.

d. This well and well No. 36263-F (GRSA well No.3) are restricted domestic and municipal use in a picnic ground, visitor center, and employee housing and work center in a National Park.

e. Totalizing flow meters must be installed on this well and well No. 36263-F (GRSA well No. 3) and be maintained in good working order. Permanent records of all diversions must be maintained by the well owner (recorded at least annually) and submitted to the Division Engineer upon request.

Permit No. 36273-F

Dated this 26th day of February, 1990.

Jeris A. Danielson
State Engineer

By: Bruce E. DeBrine
Water Resource Engineer

Prepared by: GRG

6978I

ROY ROMER
Governor

JERIS A. DANIELSON
State Engineer

OFFICE OF THE STATE ENGINEER
DIVISION OF WATER RESOURCES

1313 Sherman Street-Room 818
Denver, Colorado 80203
(303) 866-3581

March 2, 1990

MEMORANDUM

TO: NATIONAL PARK SERVICE, WATER RESOURCE DIVISION

FROM: GLENN GRAHAM

SUBJECT: Well Permit No. 36273-F

Please note that even though this well has been in existence for some time, this office has issued a new permit for this well to be used to supplement another well. As a new well permit has been issued, it will be necessary for you to submit a new Statement of Beneficial Use when the subject well is returned to service under the new permit number shown on the enclosed permit.

Please feel free to contact this office if you have any questions regarding the completion and submission of the required Statement of Beneficial Use.

Form WP/memo.txt
i

FORM NO. GWS-9 7/89

STATE OF COLORADO
OFFICE OF THE STATE ENGINEER
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203
(303) 866-3581

For Office Use only

TYPE OR PRINT IN BLACK INK

WELL ABANDONMENT REPORT

ABANDONED WELL NUMBER IF REGISTERED _____

1. INDIVIDUAL/COMPANY RESPONSIBLE FOR PLUGGING
   NAME(S) _____
   Mailing Address _____
   City, St. Zip _____
   Phone (____) _____

2. ACTUAL WELL LOCATION: COUNTY _____
   PROPERTY ADDRESS _____
   (Address) (City) (State) (Zip)
   ____1/4 ____1/4, Sec.____ Twp.____ ☐ N. ☐ S., Range____ ☐ E. ☐ W. ____P.M.
   Distances from Section Lines _____Ft. from ☐ N. ☐ S. Line, _____Ft. from ☐ E. or ☐ W. Line.

3. I (we), report that an existing well was plugged and abandoned for the following reason(s):
   ☐ The well was plugged and abandoned as required under the conditions of approval of Well Permit No. _____.
   ☐ The well was not in use and was abandoned.
   ☐ Other (please explain) _____

4. The well was plugged and abandoned according to the Water Well Construction and Pump Installation Rules on _____, 19____.

5. The well was plugged with the following materials placed at the indicated intervals:

AMOUNT AND TYPE OF MATERIAL	METHOD OF PLACEMENT	INTERVAL
_____	_____	from____feet to ____feet
_____	_____	from____feet to ____feet
_____	_____	from____feet to ____feet
_____	_____	from____feet to ____feet
INTERVALS OF CASING REMOVED/RIPPED IN FEET		from____feet to ____feet
		from____feet to ____feet

6. I (we) have read the statements made herein and know the contents thereof, and that they are true to my (our) knowledge. [Pursuant to Section 24-4-104 (13)(a) C.R.S., the making of false statements herein constitutes perjury in the second degree and is punishable as a class 1 misdemeanor.]

Name/Title (Please type or print)	Signature	Date

–INFORMATION– It is the responsibility of the well owner to have the well properly plugged and abandoned. The well construction contractor is responsible for notifying the well owner of the plugging and abandonment requirement.

This form may be reproduced by photocopy or word processing means.

00-00-0000: office of the state engineer; division of water resources: information about our well; form #0946

ROY ROMER
Governor

JERIS A. DANIELSON
State Engineer

OFFICE OF THE STATE ENGINEER
DIVISION OF WATER RESOURCES

1313 Sherman Street-Room 818
Denver, Colorado 80203
(303) 866-3581

INFORMATION ABOUT YOUR WELL PERMIT

Please note that this permit is valid for only one year after the date issued unless extended for good cause shown by the issuing agency. This means that the well must be constructed, the water therefrom put to beneficial use, and then the enclosed Statement of Beneficial Use of Ground Water completed, signed, notarized, and received by the Division of Water Resources prior to the expiration date of the permit. Unless this is done, the permit shall expire and be of no force or effect at the expiration of that one year. The enclosed Statement of Beneficial Use of Ground Water should be filed as soon as possible after the water has been put to beneficial use; but, in any event, no later than the expiration date of the permit.

If you are unable to construct the well, put it to beneficial use, and submit the Statement of Beneficial Use prior to the expiration date of the permit, you may request an extension of time. The State Engineer may, with good cause shown, grant one (1) extension for a period not to exceed one (1) year. In order for such a request to be considered, it must be received, in writing, by the State Engineer prior to the expiration date of the permit and must be accompanied by a filing fee of sixty dollars ($60). The request must state the reasons why the well has not been completed and put to use and give an estimate of time necessary to complete it and put it to beneficial use.

"Beneficial Use" is generally defined as the use of that amount of water that is reasonable and appropriate under reasonably efficient practices to accomplish without waste the purpose for which the appropriation is lawfully made.

Your well must be constructed and the pump installed by a contractor or contractors licensed by the State of Colorado, or one or both can be done by you with equipment owned and operated by you.

Please note the "CONDITIONS OF APPROVAL" on your permit. These must be complied with for the permit to be valid.

The original of the well permit is on file in the Office of the State Engineer, and additional copies may be obtained therefrom if needed. A fee of fifty cents (50¢) per page must accompany requests for copies.

NON-EXEMPT WELL PERMIT REFERENCE C.R.S. 1973, 37-90-137 AND 37-80-110.

Form #0946

United States Department of the Interior
NATIONAL PARK SERVICE
WATER RESOURCES DIVISION
301 SOUTH HOWES ST., ROOM 335
FT. COLLINS, COLORADO 80521

TAKE PRIDE IN AMERICA

IN REPLY REFER TO:
L54(479)
GRSA/Water Rights

November 9, 1990

State Engineer
Colorado Division of Water Resources
818 Centennial Bldg.
1313 Sherman St.
Denver, Colorado 80203

Re: Permit No. 036273-F, Well no. 1 at Great Sand Dunes National Monument

Dear Sir:

Attached is the completed, signed, and notarized "Statement of Beneficial Use of Ground Water" for the above-referenced permit and associated well. Should you have any questions, contact me at (303) 493-1441.

Sincerely,

Owen R. Williams
Chief, Water Rights Branch

Attachments

cc: RMR - Hermance
GRSA - Superintendent
479 - Williams, Pettee, Christensen

11-02-1990: colorado division of water resources, statement of beneficial use of ground water: permit number 036273

WRJ-25-75

SE CP

RECEIVED
NOV 14 '90
WATER RESOURCES
STATE ENGINEER
COLO.

TYPE OR PRINT IN BLACK INK. COPY OF ACCEPTED STATEMENT MAILED ON REQUEST.

COLORADO DIVISION OF WATER RESOURCES

818 Centennial Bldg., 1313 Sherman St.
Denver, Colorado 80203

STATE OF COLORADO } SS. AFFIDAVIT
COUNTY OF Larimer }

__X__ STATEMENT OF BENEFICIAL USE OF GROUND WATER
_____ AMENDMENT OF EXISTING RECORD
_____ LATE REGISTRATION

PERMIT NUMBER 036273-F

LOCATION OF WELL

THE AFFIANT(S) United States National Park Service Water Resources Division whose mailing address is 301 South Howes St., Room 353 City Fort Collins (STATE) Colorado 80521 (ZIP)

County Alamosa

SE ¼ of the SE ¼, Section 34

Twp. 26 S (N OR S), Rng. 73 W (E OR W), 6th P M

being duly sworn upon oath, deposes and says that he (they) is (are) the owner(s) of the well described hereon; the well is located as described above, at distances of 330 feet from the South (NORTH OR SOUTH) section line and 825 feet from the East (EAST OR WEST) section line; water from this well was first applied to a beneficial use for the purpose(s) described herein on the 23 day of April, 1990; the maximum sustained pumping rate of the well is 80 gallons per minute, the pumping rate claimed hereby is 25 gallons per minute; the total depth of the well is 350 feet; the average annual amount of water to be diverted is 8.9 acre-feet; for which claim is hereby made for domestic and municipal purpose(s); the legal description of the land on which the water from this well is used is _____ of which _____ acres are irrigated and which is illustrated on the map on the reverse side of this form; that this well was completed in compliance with the permit approved therefor; this statement of beneficial use of ground water is filed in compliance with law; he (they) has (have) read the statements made hereon; knows the content thereof; and that the same are true of his (their) knowledge.

(COMPLETE REVERSE SIDE OF THIS FORM)

Signature(s) O R Willis 12-3-90

Subscribed and sworn to before me on this 2 day of November, 1990

My Commission expires: My Commission Expires October 9, 1994 (SEAL)

Leslie A Mewers
NOTARY PUBLIC

ACCEPTED FOR FILING BY THE STATE ENGINEER OF COLORADO PURSUANT TO THE FOLLOWING CONDITIONS:

Accepted that those conditions of approval as stated on the permit are complied with. 1-25-93 JV

JAN 25 1993
DATE

Hal D. Simpson
STATE ENGINEER

R. [illegible]
BY

FOR OFFICE USE ONLY

Court Case No. _____

Prior. _____ Mo. _____ Day _____ Yr. _____

Div. 3 Cty. 35

Sec. _____ ¼ ¼ ¼

Well Use 2 8 _____ _____

Dist. 02 Basin _____ Man. Dis. _____

COPY

JUL 5 - 1989
Filed in District Court
Water Division No. 3, Colorado
Carol S. Kolling
Clerk Of The Water Court

DISTRICT COURT, WATER DIVISION NO. 3, STATE OF COLORADO

CASE NO. 81CW161

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECREE

CONCERNING THE APPLICATION FOR WATER RIGHTS OF THE UNITED STATES OF AMERICA IN ALAMOSA COUNTY.

THIS MATTER comes before the court for entry of Findings of Fact, Conclusions of Law and Decree, the parties having consented thereto. The court, having examined the records and files herein, and being now fully and sufficiently advised in the premises, hereby makes the following Findings of Fact, Conclusions of Law and Decree:

FINDINGS OF FACT

1. The United States of America was joined as a party in Water Division No. 3 pursuant to the McCarran Amendment, 43 U.S.C. §666, in 1979.

2. The United States of America filed an application for water rights in December 20, 1979, styled a general application which was assigned Case No. 79CW85. Thereafter, on November 24, 1981, the United States filed this application for water rights at the Great Sand Dunes National Monument as an amendment to Case No. 79CW85 which was assigned Case No. 81CW161.

3. In this case, the Applicant claimed reserved rights in two wells totalling 40 gpm, located on reserved lands in the Great Sand Dunes National Monument, in Alamosa County, Colorado, within the watershed of the Rio Grande River. The priority date claimed for both wells is March 17, 1932, the date the land upon which the wells are located was reserved by Proclamation No. 1994, 47 Stat. 2506. The claim for GRSA Well No. 1 was for 30 gpm for domestic, public and irrigation and for GRSA Well No. 4 is for 10 gpm for municipal, domestic and irrigation.

4. GRSA Well No. 1 was used for domestic uses in government-owned quarters by National Park Service employees engaged in administration, interpretation and protection of the Great Sand Dunes National Monument, for maintenance of government-owned vehicles and equipment, and for domestic use by visitors in a picnic area. After this application was filed, the well was capped and its functions replaced by GRSA Well No. 3, decreed as an appropriative right in Case No. 81CW163. Accordingly, the United States does not seek a decree for GRSA Well No. 1 in this proceeding.

5. The following Objectors filed Statements of Opposition in Case No. 79CW85 but failed to file Supplemental Statements of Opposition in the captioned case:

Seamster Farms, Inc.
Avis Neal Roemer Trust

Homestake Mining Co.
Fullenwider Ranches, Inc.
/LD Ranch
Neil F. Seitz
Blue Pond and Associates
City and County of Denver
Adolph Coors Company
AZL Resources, Inc.
Hans G. Hardt
Rosie Hardt
Walter Mundorf
SLV Municipalities
City of Alamosa
Conejos Water Conservancy District

6. The following Objectors filed timely Statements of Opposition and/or Supplemental Statements of Opposition in the captioned case:

State of Colorado
Rio Grande Water Conservation District
Rio Grande Water Users Association, et al.

The time for filing Supplemental Statements of Opposition to the captioned case expired May 8, 1987, pursuant to the Referee's Order filed March 4, 1987.

7. The Great Sand Dunes National Monument was established pursuant to the Antiquities Act, 16 U.S.C. §431 by Proclamation No. 1994 of March 17, 1932, 47 Stat. 2506, "for the preservation of the great sand dunes and additional features of scenic, scientific, and educational interest." Two later proclamations also pertain to the Great Sand Dunes National Monument. Proclamation No. 2681, dated March 12, 1946, 60 Stat. 1339 and Proclamation No. 3138, dated June 7, 1956, 70 Stat. C31 confirmed

and redefined the boundaries of the Great Sand Dunes National Monument.

8. GRSA Well No. 4 and GRSA Well No. 2, decreed as an appropriative right in Case No. 81CW163, pump into a common tank. The tank supplies a campground used by visitors to the Great Sand Dunes National Monument, a trailer dump station, a drinking fountain at the amphitheater, and one staff residence.

9. All legal descriptions in this Findings of Fact, Conclusions of Law and Decree are with reference to the 6th Principal Meridian.

CONCLUSIONS OF LAW

10. All notices required by law for filing and publication of the application in the Resume of Water Division No. 3 have been fulfilled, and the court has jurisdiction over the subject matter and all parties whether or not they have appeared.

11. The primary purpose of the Great Sand Dunes National Monument is as stated in the March 17, 1932, proclamation, to wit: "preservation of the great sand dunes and additional objects of scenic, scientific, and educational interest."

12. The uses of GRSA Well No. 4 are necessary for the primary purpose of the reservation and the amount is no more than is necessary. Therefore, the United States reserved 10 gpm out of GRSA Well No. 4 with priority of March 17, 1932. Cappaert v. United States, 426 U.S. 128, 138 (1976); United States v. Denver, 656 P.2d 1, __ (Colo. 1982).

13. This court has previously ruled that applications filed as amendments to Case No. 79CW85 prior to March 31, 1982, relate back to Case No. 79CW85. See, this court's Orders dated December 31, 1981, and June 9, 1988, Case No. 79CW85. The application in this case is within the terms of those Orders and is a clarifying amendment to the application filed by the United States in Case No. 79CW85, and the United States is, therefore, entitled to antedate priorities subsequent to March 17, 1932. United States v. Bell, 724 P.2d 631, 645 (Colo. 1986).

14. The United States has demonstrated its entitlement to this decree as a matter of law.

DECREE

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. The Findings of Fact and Conclusions of Law contained herein are incorporated by reference and made a part of this Decree.

2. The United States of America is entitled to reserved water rights with a priority date of March 17, 1932, to a well in Alamosa County, State of Colorado, as set forth below:

Legal description:	SE1/4 NE1/4, Section 35, T. 26 S, R. 73 W. of the 6th P.M.
Name of well:	GRSA Well No. 4
Reg. No.:	None
Depth: 250 ft.	Pump: Submersible
Amount:	10 gpm
Uses:	Domestic

3. This judgment and decree and the judgment and decree in Case No. 81CW164 constitute the final adjudication of all claims of the United States for reserved rights for Great Sand Dunes National Monument pursuant to Proclamation No. 1994, 47 Stat. 2506; Proclamation No. 2681, 60 Stat. 1339; Proclamation No. 3138, 70 Stat. C31, and any act or acts of Congress approved prior to March 31, 1982.

4. The reserved right decreed herein is subject to administration by the State Engineer as is any other decree for the purposes decreed herein with a priority of March 17, 1932.

5. The Applicant shall install and maintain such water measurement devices, recording devices, content gauges and inlet and outlet measurement and recording devices, as the case may be, as are deemed essential by the Office of the State Engineer, and

the same shall be installed and operated in accordance with instructions from said Office.

6. IT IS FURTHER ORDERED that the Water Clerk shall mail copies of this Findings of Fact, Conclusions of Law and Decree as required by statute.

DATED AND ENTERED OF RECORD this 30th day of June, ~~1988.~~ 1989

BY THE COURT:

ROBERT W. OGBURN, Judge
Water Division No. 3
State of Colorado

The undersigned agree to the entry of this decree.

DATE: 7 June 1989

MICHAEL J. NORTON
United States Attorney

By _____
JOHN R. HILL, JR. #10214
Attorney
U. S. Department of Justice
Land and Natural Resources Div.
1961 Stout Street, Drawer 3607
Denver, CO 80294
(303) 844-2892

ATTORNEYS FOR APPLICANT
UNITED STATES OF AMERICA

DATED: 11-3-88

FOR THE ATTORNEY GENERAL

By Carol D. Angel

CAROL D. ANGEL #13123
Assistant Attorney General
Natural Resources Section
1525 Sherman Street, 3rd Floor
Denver, CO 80203
(303) 866-5114

DATED: 11-3-88

FOR OBJECTOR RIO GRANDE WATER USERS ASSOCIATION

By Paula C Phillips

PAULA C. PHILLIPS #8029
Carlson, Hammond & Paddock
2750 One United Bank Center
1700 Lincoln Street
Denver, CO 80203
(303) 861-9000

DATED: 10-31-88

FOR OBJECTOR RIO GRANDE WATER CONSERVATION DISTRICT

By David W. Robbins

DAVID W. ROBBINS #6112
Hill & Robbins
1441 Eighteenth Street, Suite 100
Denver, CO 80202
(303) 296-8100

06-30-1989: district court, water division 3, state of colorado, case no. 81cw161: certificate of mailing

DISTRICT COURT, WATER DIVISION 3, STATE OF COLORADO

CASE NO. 81CW161

CERTIFICATE OF MAILING

I do hereby certify that on the 30th day of June, 1989 I personally deposited in the United States Mail, a signed copy of the foregoing Findings of Fact, Conclusions of Law and Decree in a sealed envelope bearing sufficient postage properly addressed to:

Jeris A. Danielson
State Engineer
1313 Sherman Street
Denver, CO 80203

Steven E. Vandiver
Division Engineer
Water Division 3
P.O. Box 269
Alamosa, CO 81101

United States of America
c/o John R. Hill, Jr.
Dept. of Justice
Land & Natural Resources Div.
1961 Stout St., Drawer 3607
Denver, CO 80294

John R. Hill, Jr,, Attorney
Department of Justice
Land & Natural Resources Sec.
1961 Stout St., Drawer 3607
Denver, CO 80294

State of Colorado
Dept. of Natural Resources
1525 Sherman St., 3rd Floor
Denver, CO 80203

Carol D. Angel
Assistant Attorney General
1525 Sherman St., 3rd Floor
Denver, CO 80203

Rio Grande Water Conservation District
10900 E. Hwy 160
Alamosa, CO 81101

David W. Robbins
HILL & ROBBINS
1441 18th St., #100
Denver, CO 80202

Rio Grande Water Users Association
c/o John U. Carlson
CARLSON, HAMMOND & PADDOCK
1700 Lincoln St., Suite 3900
Denver, CO 80203

Paula C. Phillips
CARLSON, HAMMOND & PADDOCK
1700 Lincoln St., Suite 3900
Denver, CO 80203

BY: [signature] , Deputy
Carol S. Redding
Clerk of the Water Court
Water Division 3

COPY

Filed in District Court
Water Division 3, Colorado
Court S. Rolling
Clerk Of The Water Court

DISTRICT COURT, WATER DIVISION NO. 3, STATE OF COLORADO

CASE NO. 81CW163

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECREE

CONCERNING THE APPLICATION FOR WATER RIGHTS OF THE UNITED STATES OF AMERICA IN ALAMOSA COUNTY.

THIS MATTER comes before the court for entry of Findings of Fact, Conclusions of Law and Decree, the parties having consented thereto. The court, having examined the records and files herein, and being now fully and sufficiently advised in the premises, hereby makes the following Findings of Fact, Conclusions of Law and Decree:

FINDINGS OF FACT

1. The United States of America was joined as a party in Water Division No. 3 pursuant to the McCarran Amendment, 43 U.S.C. §666, in 1979.

2. The United States of America filed an application for water rights in December 20, 1979, styled a general application which was assigned Case No. 79CW85. Thereafter, on November 24, 1981, the United States filed this application for water rights at the Great Sand Dunes National Monument as an amendment to Case No. 79CW85 which was assigned Case No. 81CW163.

3. In this case, the Applicant claimed rights in GRSA Well No. 2 to 30 gpm, for municipal use and in GRSA Well No. 3 to 25 gpm, for municipal and domestic use. The wells are located on reserved lands in the Great Sand Dunes National Monument, in Alamosa County, Colorado, within the watershed of Medano Creek. The priority date claimed for GRSA Well No. 2 is August 1, 1963, and the priority date for GRSA Well No. 3 is August 4, 1978.

4. The following Objectors filed Statements of Opposition in Case No. 79CW85 but failed to file Supplemental Statements of Opposition in the captioned case:

Seamster Farms, Inc.
Avis Neal Roemer Trust
Homestake Mining Co.
Fullenwider Ranches, Inc.
/LD Ranch
Neil F. Seitz
Blue Pond and Associates
City and County of Denver
Adolph Coors Company
AZL Resources, Inc.
Hans G. Hardt
Rosie Hardt
Walter Mundorf
SLV Municipalities
City of Alamosa
Conejos Water Conservancy District

5. The following Objectors filed timely Statements of Opposition and/or Supplemental Statements of Opposition in the captioned case:

State of Colorado
Rio Grande Water Conservation District
Rio Grande Water Users Association, et al.

The time for filing Supplemental Statements of Opposition to the captioned case expired May 8, 1987, pursuant to the Referee's Order filed March 4, 1987.

6. The appropriations were initiated by drilling the respective wells on the dates claimed and water therefrom applied to municipal uses.

7. All legal descriptions in this Findings of Fact, Conclusions of Law and Decree are with reference to the 6th Principal Meridian.

CONCLUSIONS OF LAW

8. All notices required by law for filing and publication of the application in the Resume of Water Division No. 3 have been fulfilled, and the court has jurisdiction over the subject matter and all parties whether or not they have appeared.

9. This court has previously ruled that applications filed as amendments to Case No. 79CW85 prior to March 31, 1982, relate back to Case No. 79CW85. See, this court's Orders dated December 31, 1981, and June 9, 1988, Case No. 79CW85. The application in this case is within the terms of those Orders and is a clarifying amendment to the application filed by the United States in Case No. 79CW85, and the United States is, therefore,

entitled to antedate priorities subsequent to March 17, 1932. United States v. Bell, 724 P.2d 631, 645 (Colo. 1986).

10. Applicant, United States of America, is entitled to this Decree as a matter of law.

DECREE

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. The Findings of Fact and Conclusions of Law contained herein are incorporated by reference and made a part of this Decree.

2. The United States of America is entitled to water rights in two wells in Alamosa County, State of Colorado, as set forth below:

SIXTH PRINCIPAL MERIDIAN

Legal description:	SW1/4 NE1/4 Sec. 35, T. 26 S, R. 73 W
Name of well:	GRSA Well No. 2
Well Permit No.:	04331-F
Depth: 180 ft.	Pump: Submersible
Priority Date:	August 1, 1963
Amount:	30 gpm absolute
Uses:	Municipal
Legal description:	SE1/4 SW1/4, Sec. 2, T. 27 S, R. 73 W
Name of well:	GRSA Well No. 3
Well Permit No.	~~None~~ 036263-F
Depth: 375 ft.	Pump: Submersible
Priority Date:	August 4, 1978
Amount:	25 gpm absolute
Uses:	Municipal

3. The right decreed herein is subject to administration by the State Engineer as is any other decree for the purposes decreed herein with the priority date as stated.

4. The Applicant shall install and maintain such water measurement devices, recording devices, content gauges and inlet and outlet measurement and recording devices, as the case may be, as are deemed essential by the Office of the State Engineer, and the same shall be installed and operated in accordance with instructions from said Office.

5. IT IS FURTHER ORDERED that the Water Clerk shall mail copies of this Findings of Fact, Conclusions of Law and Decree as required by statute.

DATED AND ENTERED OF RECORD this 30th day of June, ~~1988~~. 1989

BY THE COURT:

ROBERT W. OGBURN, Judge
Water Division No. 3
State of Colorado

The undersigned agree to the entry of this decree.

DATE: 7 June 1989

MICHAEL J. NORTON
United States Attorney

By _____
JOHN R. HILL, JR. #10214
Attorney
U. S. Department of Justice
Land and Natural Resources Div.
1961 Stout Street, Drawer 3607
Denver, CO 80294
(303) 844-2892

ATTORNEYS FOR APPLICANT
UNITED STATES OF AMERICA

DATED: 11-8-88

FOR THE ATTORNEY GENERAL

By _____
CAROL D. ANGEL #13123
Assistant Attorney General
Natural Resources Section
1525 Sherman Street, 3rd Floor
Denver, CO 80203
(303) 866-5114

DATED: 11-3-88

FOR OBJECTOR RIO GRANDE WATER USERS ASSOCIATION

By _____
PAULA C. PHILLIPS #8029
Carlson, Hammond & Paddock
2750 One United Bank Center
1700 Lincoln Street
Denver, CO 80203
(303) 861-9000

DATED: 10-31-88

FOR OBJECTOR RIO GRANDE WATER CONSERVATION DISTRICT

By _____

DAVID W. ROBBINS #6112
Hill & Robbins
1441 Eighteenth Street, Suite 100
Denver, CO 80202
(303) 296-8100

DISTRICT COURT, WATER DIVISION 3, STATE OF COLORADO

CASE NO. 81CW163

CERTIFICATE OF MAILING

I do hereby certify that on the 30th day of June, 1989 I personally deposited in the United States Mail, a signed copy of the foregoing Findings of Fact, Conclusions of Law & Decree in a sealed envelope bearing sufficient postage properly addressed to:

Jeris A. Danielson
State Engineer
1313 Sherman Street
Denver, CO 80203

Steven E. Vandiver
Division Engineer
Water Division 3
P.O. Box 269
Alamosa, CO 81101

United States of America
c/o John R. Hill, Jr.
Dept. of Justice
Land & Natural Resources Section
1961 Stout St., Drawer 3607
Denver, CO 80294

John R. Hill, Jr., Attorney
U.S. Department of Justice
Land & Natural Resources Section
1961 Stout St., Drawer 3607
Denver, CO 80294

State of Colorado
Dept. of Natural Resources
1525 Sherman St., 3rd Floor
Denver, CO 80203

Carol D. Angel
Assistant Attorney General
Natural Resources Section
1525 Sherman St., 3rd Floor
Denver, CO 80203

Rio Grande Water Conservation District
10900 E. Hwy. 160
Alamosa, CO 81101

David W. Robbins
HILL & ROBBINS
1441 Eighteenth St., #100
Denver, CO 80202

Rio Grande Water Users Association
c/o John U. Carlson
CARLSON, HAMMOND & PADDOCK
1700 Lincoln, Suite 3900
Denver, CO 80203

Paula C. Phillips
CARLSON, HAMMOND & PADDOCK
1700 Lincoln St., Suite 3900
Denver, CO 80203

BY: [signature], Deputy
Carol S. Redding
Clerk of the Water Court
Water Division 3

DISTRICT COURT, WATER DIVISION NO. 3, STATE OF COLORADO

CASE NO. _____

APPLICATION FOR CHANGE OF WATER RIGHT

CONCERNING THE APPLICATION FOR WATER RIGHTS OF: The United States Of America, National Park Service, in Alamosa County.

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1. Names, Addresses and Telephone Numbers of Applicants:

The U.S. Department of the Interior
Mr. Owen R. Williams, on behalf of the National Park Service
Water Resources Division
1201 Oak Ridge Drive, Suite 250
Fort Collins, Colorado 80525
(303) 225-3506

2. Decreed name of structure for which change is sought:

Well No. 36263F (GRSA Well No. 3 decreed in Case No. 81CW163)

3. From previous Decree:

A. Date Entered: June 30, 1989 Case No. 81CW163
Court Water Division 3

B. Decreed point of diversion SE 1/4, SW 1/4, Section 2, Township 27S, Range 73W, 6th P.M (see attached map)

C. Source: groundwater

D. Appropriation Date: August 4, 1978 Amount: 25 gpm

E. Historic use: (Include a description of all water rights to be changed, a map showing the approximate location of historic use of the rights and records or summaries of records of actual diversions of each right the applicant intends to rely on to the extent such records exist.)

Used for domestic and municipal purposes in Great Sand Dunes National Monument at the visitor center, picnic ground, park headquarters, employee housing and work center.

4. Proposed change: (a) describe change requested: alternate point of diversion/replacement/change of use;(if well, please list pertinent information from well permit) (b)location; (c)use; (d)amount; (e)give proposed plan for operation (if (b) thru (e) applicable, please give full descriptions).

A - Modification of existing water right to include supplemental well No. 36273-F (GRSA well No. 1) for the purpose of obtaining the original appropriation of well No. 36263-F (GRSA Well No. 3).

B - The legal description of Supplemental Well No. 36273-F is SE 1/4, SE 1/4, Sec. 34, Township 26S, Range 73W, 6th P.M.

C - The wells shall be used for domestic and municipal purposes in Great Sand Dunes National Monument at the visitor center, picnic ground, park headquarters, employee housing and work center.

D - The simultaneous maximum pumping rate of wells No. 36273-F and 36263-F shall not exceed 25 gpm. The combined average annual amount of groundwater appropriated by both wells shall not exceed 8.9 A-ft/yr.

5. Name(s) and address(es) of owner(s) of land on which structure(s) is (are) located:

United States of America
Great Sand Dunes National Monument
Mosca, Colorado 81146

United States Department of the Interior
NATIONAL PARK SERVICE
GREAT SAND DUNES NATIONAL MONUMENT
MOSCA, COLORADO 81146

IN REPLY REFER TO:
L54

September 24, 1993

Memorandum

To: Denise Newberry, Water Rights Branch

From: Superintendent, Great Sand Dunes National Monument

Subject: Water Rights at Well 1 & 3

As we discussed on phone the other day, well 1 and 3 are both pumped into the same 50,000 gal. storage tank. The reason for using both wells is that well 3 is not capable of producing 25 gal/min during dry conditions, in fact, production may fall as low as 8 gal/min. Since this system serves the residences, shop, visitor center, picnic area and dunes restroom it is essential to the operation of the park that consistent water supplies be maintained. In addition, this system supplies all of our fire hydrants.

By utilizing both wells, we are able to insure a sufficient supply of water. We would like to split the existing well 3 water right between wells 1 and 3. We anticipate almost equal use of the two wells during the summer operating season and perhaps heavier reliance on well 3 during the off season.

Well pump logs for the past two years will be forwarded by mail. Thanks for your help with this matter. Please let me know if you need more detailed information.

William E. Wellman

Year of the Visitor

00-00-0000: gallons pumped summary information

WELL 1

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC INFORMATION	SIGNATURE
8/5/91	1557	8-6-91 0650	727500 706600	727500	20900		Lonnie
8/9/91	0743	1627	739800 727500	739800	12300		Lonnie
8/12/91	0838	1244	745606 739800	745606	5800		Lonnie
8/19/91	0824	1804	759100 745600	759100	13500		Lonnie
8/22/91	0724	1750	773800 759100	773800	14700		Lonnie
8/26/91	0750	1500	783700 773800	783700	9900		Joey n Dave
8/27/91	0720	1410	787700 783700	787700	4000		"
8/28/91	0715	1450	787900 787700	787900	200		"
8/29/91	—	—	—	—	—	Tank full	—
8/30/91	0720	1345	787900	796500			Joey n Dave
8/31/91	0812	1345	796500	805400	8900		Toby
9-1-91	800	1400	805400	813600	10,000		Toby
9-2-91	0800	1450	813600	822500	8900		Toby
9-3-91	0720	1500	822500	822700	200		Dave - Joey
9-04-91			822700				
9-5-91	0720	1500	831000 822700	831000	8300		
9-6-91	0815		831000	831250	250		
9-9-91	0800	1500	840100 831250	840100	8950		
9-10-91			~~840100~~			Chlorinate Dave	
9-12-91	0755		840100				
9-13-91							
9-14-91	8:30		850700 840100	850700 ~~55~~	10660		
9-16-91	8:15	15:10	851100 850700	851100	400		
9/20/91	8:05	1300	856000 851100	856000	4900		
9/21/91	8:00	1510	870000 856000	870000	14000		
9/23/91			870000	870700	700		
9/30/91	0730		904360 870700		33600		

START AT

STOP AT

WELL (1)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC INFORMATION	SIGNATURE
9/1/91		0800	870700	904300	33600		
10/2/91	0830		904300				
10/3/91		0730		933700	29400		
10/7/91	1505		933700				
[illegible]				[illegible]			
10/15/91	834		934900				
10/16/91		0800		967400	32500		
~~10/19/91~~	~~0800~~	~~1210~~	~~967400~~	~~967400~~			
5/19/92	0800	1210	967400	968200	800		
6/4/92	0820	1445	968200	976800	8600	Connected CL	
[illegible]	[illegible]	1500	[illegible]	985900	9100	[illegible] Tank [illegible]	
6/9/92	0815	1300	985900	990200	4300		CL (10)
6/15/92	~~1300~~		990200	990600	400		
6/18/92	0745		990600	1000600			
6/19/92	[illegible]	1315	1000600	1008000	7400		
[illegible]	0730	[illegible]	1008000	1016300	[illegible]		
6/26/92	0830	1345	1009000	1016300	7400		
6/29/92	0735	1450	1016300	1026300	10000		
7/2/92	0725	1505	1026300	1036900	10600		
7/3/92	0845	1446	1036900	1044600	7700	Replaced check with [illegible]	
7/6/92	0750	1502	1044600	1054600	10000		
7/7/92	07.4	1500	1054600	1064600	10000		
7/8/92	0730	1500	1065000	1075000	10400		
~~7/9/92~~			~~1075000~~		5		
7/10/92	0845	1040	1075000				
7/10/92	0756		1077900	0108 7600			
7/11/92	0820	-50	0103 7600	10[illegible]	8500		
7/[illegible]	0820		[illegible]	[illegible]			

WELL (1)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC INFORMATION	SIGNATURE
7/3/92	0905	1340	1105800	1112100	7300		
7/16/92	0810	1430		1117300	5200	replaced Cl	
7/17/92	0830	1330	1117300	1125100	7800	Tank full	rate - 11
7/[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	15000		
7/[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	234.38 ft	WATER level
7/23/92	0825	1415	1140700	1149000	8300		
[illegible]	[illegible]	[illegible]	1149000	[illegible]	4000		OK
7/[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	7500		OK
[illegible]			[illegible]				
7/30/92	0845		1162800	1171400			
7/31/92	0845	[illegible]	1171400	1177000	6400		David
8-03-92	[illegible]	1245	1177000	1183000	6000		
8-04-92	0810	1430	1183000	1191800	8800		
8/10/92	0835	1455	1191800	1200800	9000		OK
8/11/92	0800	1510	1200800	1210800	10000		OK
8/12/92	0807	1345	1210800	1210900	100	? talk to Dave	
8/17/92	0740	1455	1210900	1220100	9200		
8/18/92	0810	1445	1220100	1229300	9200		
8/22/92	0730	1300	1229300	1238100			
8/27/92	~~0715~~	~~1305~~	1238100	1248900	10800		
			1248900				
9/9/92	0755	1615	1248900	1249000		CL_2 TANK 175/8 START 175/8 STOP	BLH
9/14/92	0800					COLLECT RAW SAMPLE BACT	BLH
10/4/92	1705	2000	1249000	1249100		STORAGE TANK LOW	BLH
10/20/92	0920	0925	—	—	—	BACT SAMPLE TAKEN & METER HEAD REMOVED	BLH
11/3/92			1249100	1249400	300	REINSTALLED METER HEAD	BLH
11/16/92	0945		1249400	1249564	164	BAC-T SAMPLE TAKEN	BLH
12/14/92	0815	0825	1249564	1249773	209	BAC-T SAMPLE TAKEN	BLH
1/19/93	0820	0825	1249773	1249958	185	BAC-T SAMPLE TAKEN	BLH

WELL (1)

DATE	START TIME	STOP TIME	STA METER	STOP METER	GALLONS PUMPED	MIS INFORMATION		SIGNATURE
3/10/93	0850	0910	1249958	1250015	57	NO_3 SAMPLE TAKEN		BLH
5/3/93	0745	0935	1250015	METER NOT WORKING		NO_3 SAMPLE TAKEN		BLH
5/19/93	1300	1345	0000	0663	663	FLUSHED SYSTEM NEW METER INSTALL		BLH
5/25/93	1450	1550	0663	01602	939	NEW CL_2 SYSTEM INSTALLED CT TANK FILLED WITH 50mg/L		BLH
5/26/93	1445	1520	01602	02103	501	FLUSHED 50mg/L FROM CT TANKS		22½ BLH
5/27/93	1310	1510	02103	04772	2669		2 7/16	23 BLH
5/29/93	1410	1500	14110	14110			A	16 3/4 OP
5/30/93	0830	1450	23020	23020			17	
5/31/93	0830	1500		32470			13 3/4	TR
6/1/93	0750	1550	32447	43261	10814	0.36 DOSAGE	13 5/8	10 1/8 BLH
6/2/93	0930	1545	43261	51683	8422	0.46 DOSAGE	6 5/8	BLH
6/3/93	0810	1355	51683	59410	7727	0.46 DOSAGE	3 7/16	BLH
6/4/93	0805	0815	59410	59494	84	MIXED NEW CL_2 SOLUTION	23	BLH
6/5/93	0800	1410	59494	66470	6976	N/A	20¼	T.R
6/6/93	0830	1400	66470	73400	7030	N/A	17½	T.R
6/7/93	0745	73400	1540	83808	10408		15¾	
6/11/93	1055	1515	83808	89679	5871	FILLED CL_2 TANK 0.41 mg/L	15	12 13/16 BLH
6/11/93	1520	2115	89679	97541	7862	0.48 DOSAGE	23	19 5/8 BLH
6/12/93	0940	1915	97541	110334	12793	0.46 DOSAGE	14 5/16	BLH
6/14/93	0735			140490	30156		0	BLH
6/14/93	0940	1300	140490	144658	4168	0.50 DOSAGE	23	21⅛ BLH
6/15/93	0750	1515	144658	154353	9695	0.47 DOSAGE	17 1/16	BLH
6/16/93	0815	1515	154353	163645	9292	0.32 DOSAGE	14 3/8	BLH
6/17/93	0745	1355	163645	171808	8163	0.32 DOSAGE	12	BLH
6/18/93	0740	1445	171808	181193	9385	0.34 DOSAGE	9⅛	23 BLH
6/19/93	0800	1445	181193	189380	8197			21 TK
6/20/93	0845	1500	189380	197670	8290	N/A		18 TR
6/21/93	0850	1530	197670	206646	8976	0.33 DOSAGE	15 5/16	BLH
6/22/93	0740	1610	206646	217844	11198	0.34 DOSAGE	1 7/8	BLH

WATER USE AND PUMPING INFORMATION SHEET WELL (1)

DATE	START TIME	STOP TIME	STA. METER	STOP METER	GALLONS PUMPED	MISC. INFORMATION	SIGNATURE
6/23/93	0800	1520	217844	227535	9691	0.35 DOSAGE 11 7/8 8 13/16	BLH
6/24/93	0905	2130	227535	244088	16553	0.34 DOSAGE 3 11/16	BLH
6/24/93	2145	—	244088	—	13909	0.34 DOSAGE 23	BLH
6/25/93	0810	1430	257997	266451	8454	0.36 DOSAGE 18 11/16 15 15/16	BLH
6/26/93	0845	1505	266451	274730	8279	N/A 20 1/2	TR
6/27/93	0830	1455	274730	283190	8460	N/A 17 3/4	TR
6/28/93	0800	—	283190	—			BLH
6/29/93	—	1500	—	324280	41161	0.36 DOSAGE 4 5/16 23	BLH
6/29/93	1515	2210	324280	333385	9105	0.37 DOSAGE 20	BLH
6/30/93	0810	2040	333385	349809	16424	0.36 DOSAGE 14 5/8	BLH
7/1/93	0810	2025	349809	365932	16123	0.36 DOSAGE 9 3/8	BLH
7/2/93	0815	2035	365932	382142	16210	22.5 22.0 0.37mg/L 3 15/16 23	BLH
7/3/93	0845	1500	382140	389360	7308	N/A 20 3/4	TR
7/4/93	0900	1455	389360	395800	6440	N/A 19 3/4	TR
7/5/93	0725	—	395800	—	—	24.5 22.0 8AM 7-6	BLH
7/6/93	—	1516	—	438347	42547	22.0 315PM 7-6 0.40 DOSAGE 4 9/16 23	BLH
7/6/93	1524	—	438347	—	—	21.75 315PM 7-7	
7/7/93	—	2010	—	476273	37926	22.0 0.37mg/L 10 7/16	BLH
7/7/93	2020	—	476273	—	—	22.0 22.0 0815 7-8 23	BLH
7/8/93	—	1517	—	501184	24911	21.5 0.37mg/L 0815 17 3/4 14 5/8	BLH
7/9/93	0724	1516	501184	511604	10420	22.5 0725 22.0 1516 0.35mg/L 11 5/16	BLH
7/9/93	1525	—	511604	—	—	23	BLH
7/10/93	1828	—	547600	—	35996	22.0 0.37mg/L 11 1/8 23	BLH
7/11/93	1950	—	580949	—	33349	22.0 0.37mg/L 11 7/8 23	BLH
7/12/93	0835	0835	—	597514	16565	21.5 0.37mg/L 17 7/16	BLH
7/13/93	0804	1606	597514	607993	10479	22.5 21.75 0.36mg/L 14	BLH
7/14/93	0820	1526	607993	617274	9281	22.5 21.5 0.36mg/L 11	BLH
7/15/93	0802	1542	617274	627261	9987	22.25 21.5 0.37mg/L 7 1/16 23	BLH
7/16/93	0830		627261	—	—	8 3/4	
7/17/93	—	1731	—	670203	42942	21.5 0.37mg/L TANK FULL	

WATER USE AND PUMPING INFORMATION SHEET — WELL (1)

DATE	START TIME	STOP TIME	STA. METER	STOP METER	GALLONS PUMPED	MIS INFORMATION		SIGNATURE
7/18/93	0845	1435	670203	677070	6867	Shutoff at the end		T. R
7/19/93	0756	1539	677070	687143	10073	22.0 21.75 0.37mg/L	20 3/4 17 7/16	BLH
7/20/93	0744	1528	687143	697211	10068	21.5 21.75 0.37mg/L	14 1/8	BLH
7/21/93	0752	1523	697211	707003	9792	22.0 21.5 0.37mg/L	10 7/8	BLH
7/22/93	0746	2045	707003	724068	17065	22.0 21.5 0.37mg/L	5 3/16 23	BLH
7/23/93	0900	1460	724063	730660	6597	N/A	21	TR
7/24/93	0900	1430	730660	737870	7210	N/A	18 3/4	TR
7/25/93	0900	1435	737870	744790	6920	N/A	16 1/2	TR
7/26/93	0802	—	744798	—	31888	22.25 21.50 0.37mg/L	16 5/16	BLH
7/27/93	0824	1516	776678	785540	8862	21.50 0.37mg/L	2 5/8	BLH
7/28/93	0828	—	785540		—	21.50 21.50 1500	23	BLH
7/29/93	—	1447	—	824805	39265	— 21.50 0.37mg/L	10	BLH
7/30/93	0759	1547	824805	834921	10116	21.75 21.5 0.36mg/L	6 11/16 23	BLH
7/31/93	0820	1455	834921	842710	7799	N/A	20 1/2	TR
8-1-93	0900	1440	842710	849810	7000	N/A	18 1/2	TR
8-2-93	0803	—	849810	—	—	22.0 21.5 @ 1500	18 1/8	BLH
8/3/93	—	1531	—	890715	40905	21.5@0815 21.5 0.37mg/L	4 7/16	BLH
8/4/93	0757	1526	890715	900351	9636	21.75 21.25 0.36mg/L	23 19 7/8	BLH
8/5/93	0814	1500	900351	909100	8749		17	TR
8/6/93	0803	1517	909100	918461	9361	0.37mg/L	13 7/8 23	BLH
8/7/93	0830	1500	918461	926540	8089	N/A	20 1/4	TR
8/8/93	0900	1445	926340	933850	7510	N/A	18 17/16	TR
8/9/93	0757	2217	933850	952473	18623	0.37mg/L	11 3/4	TR
8/10/93	1316	—	952473	—	—	22.0	23	BLH
8/11/93	—	0800	—	977043	24570	21.75 0.36mg/L	15	BLH
8/12/93	0815	1505	977043	985598	8555	0.36mg/L	12 3/16	BLH
8/13/93	0858	1457	985598	993352	7754	0.37mg/L	9 5/8 23	BLH
8/14/93	0930		993352	1029860				TR
8/15/93		1330	1029860		36490	N/A	11	TR
8/16/93		1330	1029860					

WATER USE AND PUMPING INFORMATION SHEET — WELL #1

DATE	START TIME	STOP TIME	STA METER	STOP METER	GALLONS PUMPED	MISC. INFORMATION		SIGNATURE
8/16/93	0815	1508	1029460	1038688	9228	0.35mg/L	10 13/16	7 7/8 BH
8/17/93	0725	1503	1038688	1048657	9969	0.36mg/L		4 5/8 BLH
8/18/93	0750	1536	1048657	1058683	10026	0.36mg/L	23	19 3/4 BLH
8/19/93	0751	1725	1058683	1071010	12327	0.37mg/L	15 1/16	BLH
8/20/93	0757	1502	1071010	1080127	9117	0.37mg/L	12 11/16	23 BLH
8/21/93	0745	1430	1080127	1087960	7680	N/A	20 1/2	TR
8/22/93	0745	1500	1087960	1096420	8460	N/A	8	TR
8/23/93	0746	1445	1096420	1105408	8988	0.37mg/L	17 5/8	14 5/8 BLH
8/24/93	0750	1553	1105408	1115752	10344	0.36mg/L	11 1/4	BLH
8/25/93	0817	1056	1115752	1119189	3437	0.38mg/L	10 1/16	BLH
8/26/93	0813	1515	1119189	1128235	9046	0.36mg/L	7 1/8	BLH
8/27/93	0751	1503	1128235	1137495	9260	0.37mg/L	4 1/16	23 BLH
8/28/93	0930	—	1137495	—				TR
8/30/93	—	0755	—	1198177	60682	21.5 0.37mg/L	2 15/16	BLH
8/31/93	0803	1529	1198177	1207801	9624	0.36mg/L	23	19 7/8 BLH
9/1/93	0754	1526	1207801	1217543	9742	0.36mg/L	16 1/16	BLH
9/2/93	0753	1454	1217543	1226603	9060	0.36mg/L	13 3/4	BLH
9/3/93	0838	1519	1226603	1235231	8628	0.36mg/L	10 15/16	BLH
9/4/93	1216	1936	1235231	1244663	9432	0.36mg/L	7 7/8	BLH
9/5/93	0817	1827	1244663	1257755	13092	0.37mg/L	3 9/16	BLH
9/6/93	1132	1710	1257755	1264996	7241	0.36mg/L	23	20 5/8 BLH
9/7/93	0803	1605	1264996	1275329	10333	0.36mg/L	17 1/4	BLH
9/8/93	0752	1414	1275329	1283507	8178	0.36mg/L	14 5/8	BLH
9/10/93	0745	1549	1283507	1293977	10470	0.36mg/L	11 3/16	23 BLH
9/12/93	1003	—	1293977	—	—	21.75 @ 1830		19 7/16 BLH
9/13/93	—	1834	—	1336254	42277	0.41mg/L		9 1/8 BLH
9/23	0757	1534	1336254	1346061	9807	0.36mg/L		5 15/16 BLH
9/28		1522	1346061	1355019	8958	0.36mg/L		3 1/16 BLH
9/15		1507	1355019	1363892	8873	0.35mg/L	23	20 3/16 BLH

WATER USE AND PUMPING INFORMATION SHEET — WELL (1)

DATE	START TIME	STOP TIME	STA. METER	STOP METER	GALLONS PUMPED	MIS INFORMATION	SIGNATURE
9/17/93	0800	1549	1363892	1374146	10 254	0.36mg/L 20 3/16	16 7/8 BLH
9/19/93	0854	1923	1374146	1387760	13 614	0.36mg/L	12 7/16 BLH
9/20/93	0841	1635	1387760	1397997	10 237	0.37mg/L	9 1/16 BLH
9/21/93	0738	1600	1397997	1408801	10 804	0.37mg/L	5 1/2 BLH
9/22/93	0834	1546	1408801	1418098	9297	0.36mg/L 22 15/16	19 15/16 BLH
9/23/93	0803	1539	1418098	1427885	9787	0.36mg/L	16 3/4 BLH
9/24/93	0758	1329	1427885	1434996	7111	0.36mg/L	14 7/16 BLH
9/25/93	0951	1748	1434996	1445323	10 327	0.36mg/L 23	19 5/8 BLH
9/26/93	1113	—	1445323				
9/27/93	—		—			21.25 @ 0800	

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC INFORMATION	SIGNATURE
8/7/91	0721	8-8-91 0710	7177160 7153180	7177160	23980		Lonnie
8/9/91	0646	1638	7187420 7177160	7187420	10260	TANK FULL	Lonnie
8/11/91	0827	8-12-91 0713	7211300 7187420	7211300	23880		Lonnie
8/12/91	0713	1229	7215780 7211300	7215780	4480	Tank Full	Lonnie
8/13/91	1436	8/14 0617	7232110 7215780	7232110	16330	Worked on chlorinator	Lonnie
8/14/91	0617	1741	7239620 7232110	7239620	7510	Batched tank	Lonnie
8/14/91	1741	1918	7240530 7239620	7240550	930		Lonnie
8/15/91	0636	8-16 0655	7257520 7240550	7257520 [illegible]0	16970		Lonnie
8/16/91	1705	8-19 0729	7290850 7257520	7290850	33330	cut Back on Chlorinator	Lonnie
8/20/91	0645	8-21 0733	7309300 7290850	7309300	18450	Filled CL2 TANK	Lonnie
~~8/21/91~~	~~0733~~		~~7309300~~				Lonnie
8/22/91	0716	1732	7319870 7309300	7319870	10570		Lonnie
8/23/91	1245	8-25 1945	7354410 7319870	7354410	34540		Lonnie
8-26-91			7354410			Pump on Auto	David
8-31-91	0745	1200	735-4410	7354410			Toby
9-1-91	0745	1245	7358740	7365120		Pump on Auto	Toby
9-2-91	0700	12:50	736120	737,470			Toby
9-3-91	1510 [illegible]		7371480				boy n. one
9-4-91		7:10		7388910	17430		Jay. Rose
9-5-91	7:10	12:30	7394760 7388910	7394760	5850		
9-6-91	7:20		7402670 7394760	7402670	7910		
9-9-91	7:20		7429100 7402670				
9-10-91		~~7:15~~		~~7429100~~	26430	full	Sony
9-11-91		1330	[illegible]	[illegible]	6850		
9-12-91	7:15		7436050				
9-13-91		7:15		7461710	25660	full	
9-14-91			7461710				
9-16-91	7:20		7487760 7461710				
9-17-91		720		7487760	26050		

WATER USE AND PUMPING INFORMATION SHEET — WELL (3)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC INFORMATION	SIGNATURE
9/17/91	1506		7487760				
9/18/91			[illegible]		17230	Tank full	
9/19	0720	1510	[illegible]				
9 20	1745		7530430 7513210	7530430	17120		
9-23-91	0700		7530430				
9-24-91		0915		7556240	25810		
10-16-91	2050		7560710		37145	All [illegible]	
17 oct 91		0915		7597850		During weekend [illegible] idea what [illegible] pumped	
18 oct 91	0720	1420	7597850	7605640			
19 oct 91	655	1500	7605640	7614780	9120		
21 oct 91	0710	1445	7614780	7623530	8750	8500150 8499120 1030	
22 oct 91	0720	1425	[illegible]	7631490	7960		
23 oct 91	0710	1450	[illegible]	7639980	8490		
24 oct 91	0725	1500	[illegible]	7648520	8540	Full	
25 oct 91	0715	1500	7648520 7643570	7656920	8400	mixed in [illegible]	
26 oct 91	0700	1500	7656920	7665880	8960		
28 oct 91	0720	1430	7665880 73800	7673800	7920		
30 oct 91	0715	1440	7673800	7682040	8240		
1 NOV	0715	1430	7689650 7682040	7689650	7610	full	
4 NOV	0720	1510	7698690 7689650	7698690	9040		
5 NOV	0715	1430	7698690	7706640	9950		
6 NOV	0720	1430	7714630 7706640	7714630	7990		
7 NOV	0720	1445	7714630	7722850	8220		
8 NOV	0720	1530	7722850	7729630	6780	Tank full	
12 NOV	0725	1500	7729630	7738380	8750		
13 NOV	0720	1915	46230 7738380	7746230	7850		
14 NOV	0715	1430	54250 7746230	7754250	8020		
18 NOV	0715	1445	7754250	7762850	8700		
19 NOV	0705		7762850	7771740	8890	Tank full	

WATER USE AND PUMPING INFORMATION SHEET — WELL (3)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC INFORMATION	SIGNATURE
21 NOV	0720	1330	7771740	7779020	8280	Fill mix 2 gal ch	
25 NOV	0715	1520	7779020	7788470	9450		
26 NOV	0716		7788470	7797260	8790	Tank Full	
27 NOV			7797260	-			
25 NOV							
25 NOV	0530	1430	7797260	7803360	6100		
2 Dec	0830	1430	7803360	7812180	8820		
3 Dec	0715	1445	7810180	7818790	8610		
5 Dec	0715	1445	7818790	7827410	8650		
9 Dec	0715	1505	36666 7827440	7836600	9220		
10 Dec	0715	1410	7836600	7944500	7900		
11 Dec	0710	1445	7844500	7853150	8650		
13 Dec	0720	1445	7853150	7861600	8450		
16 Dec	0720	1505	7861600	7870530	8930		
18 Dec	0720	1500	7870530	7879220	8690		
20 Dec	0720	1450	7883850 7879220	7883850	4630		
23 Dec	0715	1440	7883850	7892670	8820		
26 Dec	0720	1800	7892670	7901600	8930		
27 Dec	0715	1155	7906920 7901600	7906920	5320	Tank Full	
30 Dec	0720	1500	7915760 7906920	7915760	8840		
2 Jan 92	0720	1505	24730 7915760	7924720	8960		
3 Jan 92	0725	1200	7924720	7930020	5300	Tank Full	
6 Jan 92	0715	1500	7930020	7939100	9080	mixed 2 gal ch	
8 Jan 92	0715	1505	7939100	7945140	9140		
13 Jan 92	0615	1450	7945140	7955980	7840		
15 Jan 92	0715	1505	7955980	7965080	9100		
16 Jan 92	0710	1300	7965080	7971540	6460		
17 Jan 92	0715	1100	7971540	7975870	4330		

WELL 3

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MIS INFORMATION	SIGNATURE
29 Jan	0715	1504	7975870	7985070	9200		
30 Jan	0820	1240	7985070	7990130	5060		
31 Jan	0730	1350	7990130	8006450	8990		
1 Feb	0715	1500	8006450	8012380	5930		1200
3 Feb	0720	1300	8012380	8018830	6450		
3 Feb	0720	1355	8018830	8025360	6530		
4 Feb	0730	1505	8025360	8034150	8790		
5 Feb	0730	1500	8034150	8042860	8710		
6 Feb	0730	1430	8042860	8050900	8640		
9 Feb	0720	1500	8050900	8059820	8920		
12 Feb	0715	1440	8059820	8068500	8680		
14 Feb	0715	1400	8068500	8077380	8880		
18 Feb	0720	1430	8077380	8085770	8390		
19 Feb	0720	1030	8085490	8089100	3610		
21 Feb	0720	1400	8089100	8097310	8210		
24 Feb	0710	1510	8096810	8106250	9440		
25 Feb	0715	1100	8106250	8109090	2840		
27 Feb	0720	1310	8109090	8115770	5670		
28 Feb	0720	1330	8115770	8121890	6120		
2 Mar	0725	1500	8121890	8130720	8830		
5 Mar	0725	1440	8130720	8139220	8500		
6 Mar	0715	1430	8139220	8147710	8490	-4	
7 Mar	0720		8147710				
10 Mar		0710		8175120	27410		
11 Mar	0715	1510	8175120	8184070	8950		
13 Mar	1230	0720	8184070	8189920	5850		
16 Mar	0720	1605	8189920	8198780	8860		
			8198780				

WATER USE AND PUMPING INFORMATION SHEET — WELL (3)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC INFORMATION	SIGNATURE
3-18	0730	1500	8207590 / 9198780	16540 / 8207590	8810		
3-20	0725	1515	8207590	8216590	9000		
3-23	0720	1510	25840 / 8216590	8225840	9250		
3-24	0725	1230	32270 / 8225840	41280 / 8232270	6430	Tank full	
3-26	0720	1445	8232270	8241280	9010	"	
3-30	0720	1510	8241280	8250950	8670		
04-01	0715	1230	8250950	8257450	6500		
04-03	0715	1420	8257450	8266140	8590		
04-06	0720	1500	8266140	8275740	9600		
04-08	0720	1310	8275740	8283130	6390		
04-10	0715	1430	8283130	8292060	8430		
04-13	0713	1515	8302070 / 8292060	8302070	10010		
04-15	0700	1515	8302070	8312270	10200		
04-15	0705	1500	8312270	8322150	9880	Tank full	
04-20	0710	1505	8322150	8332310	11081		
04-23	0710	1540	42950 / 8332310	8342950	10640		
04-24	0720	1510	8342950	8352630	9720	Full Tank	
04-27	0730	1525	8352630	8362580	9950		
04-28	1500		8362580				
04-29		0730		8383140	20560	Tank full	
04-30	0715	1455	8383140	8392610	9470		
5-1	0930		99270 / 8392610	8399270	6660	Tank full	
5-4	0715	1500	8408960 / 8399270	8408960	9690	6%	
5/5/92	0715	1500	18550 / 8408960	8418550	9590	6%	
5/6/92	0720	1500	27610 / 8418550	8427610	9060	mixed 10 gal Cl	
5/7/92	1500		8427610	?			
5-8-92		7:25	8447520		19910	Tank full	
5-11-92	0720		56870 / 8447520	8456870	9350		
5-12-92	0715	1515	8456870	8466470	9600	9b	

WATER USE AND PUMPING INFORMATION SHEET — WELL (3)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC INFORMATION	SIGNATURE
5-13-92	0715	1505	8466470	8475950	9480		
5-14-92	0720	1505	8475950	8484860	8910		
5/15/92	10:30	1430	8484860	8491240	6380	Tank full	
5/17/92	8:30AM	1450	8491240	8500150	8910		
5/18/92	7:30	1515	8500150	8509210	9060		
5/19/92	0720	1450	8509210	8518320	9120		
5/20/92	0720	1515	8518320	8528000	9680	-1 ft	
5/21/92	0740	1505	8528000	8537020	9020	Mix Cl	
5/22/92	0720	1455	8537020	8545830	8810		Full
5/23/92	0815	1420	8545830	8552740			
5/24/92	0815	1425	8560060	8560060			
5/25/92	0810	1410	<	8567110			
5/26/92	0730	1515	8567160	8576290	9130		
5/27/92	0715	1430	8576290	8586006	9800		
5/28/92	0730	1510	8586006	8594950	8950		
5/29/92	0720	1500	8594950	8603800	8850	Mix Cl Tank full	
5/30/92	0650		8603800	8613100			OK
5/31/92	0530	1425	8613100	8620150	7050		OK
6/1/92	0730	1345	8620150	8627350	7200		
6/3/92	0715	1500	8627350	8636740	8390	mixed Cl	
6/4/92	0715	0910	8636740	8638920	2180		
6/5/92	0745	1345	8638920	8646060		Tank full	
6/6/92	0800	1440	8646060	8650630			
6/7/92	1000	1500	8650630	8654710			
6/8/92	0720	1450	8654710	8663660	8950		
6/9/92	0720	0930	8663660	8665900	2200	Tank full	
6/11/92	0720	1500	8665900	8674940	7140		
6/12/92	1215	455	8674940	8679250	86792		
6/13/92	630	1455	8679250	8699010			

WELL (3)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC INFORMATION	SIGNATURE
4/14/92	0635	1450	8689040	8698810			
4/15/92	0715	1520	8698810 8708060	8708060	9170		
4/16/92	0725	1500	8708060 8717160	8717160	9100		
4/17/92	0725	1505	8717160	8726150 8726150 8735510	8750		
4/18/92	0720	1524	8726150	8735510	9360		
4/19/92	0715		8735510	8744480			
4/20/92	0630	1610	8744480	8755660			
4/21/92	0640	1430	8755660	8764700		Visually low tank	
4/22/92	0710	1430	8764700	8773190	8490	switch at 3½	
4/23/92	0715	1530	8773190	8782720	9530		
4/24/92	0725	1505	8782720 91320	8791320 8800440	8600		
4/25/92	0715	1520	8791320	8800440 7670	9120	"	
4/26/92	0715	1330	8800440	8807670	7230		
4/27/92	0630	1445	8807670	8816750	9080		
4/28	0630	1430	8816750	8825740	8990		
4/29/92	0720	0815	8825740	8826780 35040	1040		
4/30/92	0720	1510	8826780	8835690	8910		
5/1/92	0715	1500	8835690	8844590 53100	8900		
5/2/92	0710	1440	8844590	8853100 62430	8510		
5/3/92	0710		8853100	8862430	9330		
5/4/92	0640	1455	8862430	8871870	9440		
5/5/92	0635	1400	8871870	8880230	8360		
5/6/92	0730	1435	8880230	8888840	8610		
5/7/92	0715	1508	8888840	8893400	8500		
5/8/92	0715	1435	8959340	8965660	12226?		
5/9/92	0800	1500 1515	8956560 8912900	8912900 21770 8921770	5730		
5/10/92	0730	1506	8921770	8931140	8870		
5/11/92	0630	1430	8931140	8940190	10370		
	0630	1430	8931140	8940190	9050		

WELL (3)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC INFORMATION	SIGNATURE
7/13/92	0800	1420	8940190	8948500	8310		J. R.
7/14/92	0725	1430	8948500	8956720	8270		
7/15/92	0720	1400	8956720	8965280	8560		
7/16/92	0725	1500	8965280	8973880	8600	TANK FULL	Mike
7/17/92	0715	1150	8973880	8979080	5200	TANK FULL	
7/18/92	630	1430	8979080	8987610	8530		J. L
7/19/92	645	1450	8987610	8996820	9210		
7/20/92	0715	1510	8996820	9005720	8900		
7/21/92	0730	1450	9005720	9013890	8170		
7/22/92		1500	9015890	9021750	5860		
7/23/92	0755	1425	9021750	9027170	7420		
7/24/92	730	1500	9027170	9037460	8290		- 2
7/25/92	0735	1400	9037460	9045750	7290		
7/26/92	0640	1500	9045750	9053980	8230	Tank overfull	JR
7/27/92	0725	1300	9053980	9060240	6260	Tank full	
7/28/92	0730	1515	9060240	9068080	7840		
7/29/92	0740	1445	9068080	9077130	8050		
7/30/92	0750	1502	9077130	9085240			
7/31/92	755	1145	9085240	9094300	5060		
8-1-92	630	1445	9094300	9099350	9050	Tank Full	Toby
8-2-92	625		9099350	9108020			
8-3-92	0715	1500	9108020	9116820	8800		
8/4/92	0715	1500	9116820	9125330	8510	TANK FULL	
8/5/92	0730	1430	9125330	9133850	7890		
8/6/92	0800	1400	9133850	9139850	6630		
8/7/92	0715	1515	9139850	9148910	9060		
8/8/92	630	1420	9148910	9157690			
8/9/92	630	1520	9157690	9167510			
8/10/92	0720	1510	9167510	9176290			

WELL #3

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC INFORMATION	SIGNATURE
8/5/92	[illegible]	1430	9176290	9183880			
8/[illegible]/92	0720	1430	9183880	9192080			
8/[illegible]	[illegible]3	1430	9201160	9212080			
8/[illegible]/92	0630	1400	9201160	9209270			
8/17/92	0720	1505	9209270	9217130	7860		
8/18/92	0727	1500	9217130	9225540	8410		
8/19/92	0715	1455	9225540	9234270			
8/20/92	0720	1500	9234270	9242830	8560		
8/21/92	0655	1430	9242830	9251280	8430	[illegible]	[illegible]
8/22/92	0600	1330	9251280	9259590	7	[illegible]	[illegible]
8/23/92	0630	1420	9259590	9268300			
8/24/92	0720	1300	9268300	9274410	6110	Tank full	
8/25/92	[illegible]	1515	9274410	9283120	8710		
8/26/92	0720	1510	9283120	9291990	8870	[illegible]	
8/27/92	[illegible]	1515	9291990	9300770			
?-							
8-[illegible]-92	0730	[illegible]	9309850	[illegible]	[illegible]	[illegible]	
[illegible]	0730		9314220	9314220			
[illegible]			9314220	9324580	10360	TANK FULL	BRUCE
9/3/92	0730	1545	9324580	9333850	9270		BRUCE
9/4/92	0730	1535	9333850	9342970	9120	MIXED NEW BATCH OF CL_2 (10 GAL)	BRUCE/JOEY
9/[illegible]	0705	1519	9342970	9352230	9260		
9/[illegible]	0702	1519	9352230	9361490	9260		
9/10/92	0704	1518	9361490	9370640	9150		RJW
9/8/92	0740	1535	9370640	9379380	8740	TANK 4' FROM TOP MIXED 5GAL OF CL_2	BRUCE
9/9/92	0725	1630	9379380	9389330	9950		BLH
9/11/92	0730	1815	9389330	9401170	11840	MIXED 5GAL CL_2 TANK START 18" STOP 17"	BLH
9/12/92	0720	1540	9410[illegible]	9401170	8018		RJW
9/13	0721	1620	9410310	9419970	9160		RJW

WELL(S)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC INFORMATION	SIGNATURE
9/14/92	0730	9255	9419970	9425900	5930	14¾ INCREASED 14¼ FEED PUMP TO 30	BLH
9/15/92	0735	1230	9425900	9431370	5470	14¼ 13½	BLH
9/17/92	0730	1530	9431370	9440350	8980	13½ 16½ MIXED 13 15¾ 6GAL CL_2	BLH
9/18/92	0745	1630	9440350	9450030	9680	19 TANK 2' FROM TOP 18 MIXED 6GAL CL_2	BLH
9/19/92	0719	9431310	9450030	9456490	6460		KJW
9/20/92	0703	1542	9456490	9465660	9170		KJW
9/21/92	0730	1530	9465660	9474440	8780	16 TANK OVERFLOWING 15¼ @ 1530	BLH
9/23/92	0700	1430	9474440	9481450	7010	14 TANK 3 FT FROM TOP	KJW
9/25/92	0735		9481450			17½ MIXED 6GAL CL_2	BLH
9/26/92		0814		9508690	27240		KJW
9/27/92	0826	~~0938~~ 1538	9508690	9516280	7590	13¼	KJW
9/28/92	0725	1555	9516280	9525550	9270	16 TANK 1½' FROM TOP 15 MIXED 6GAL CL_2	BLH
9/30/92	0745	1555	9525550	9534720	9170	17¾ TANK 2½' FROM TOP 16¾ MIXED 6GAL CL_2	BLH
10/1/92	0725	1610	9534720	9544370	9650	16¾ TANK OVERFLOWING 15¾ @ 1610	BLH
10/3/92	0720	1313	9544370	9551020	6650	18½	KJW
10/4/92	0845	1320	9551020	9556170	5150	16½	KJW
10/4/92	1640	2240	9556170	9562820	6650	BOTH WELL RUNNING SPIKED TANK W/500ml	BLH
10/5/92	0735	1840	9562820	9575140	12320	TANK ½ FULL 18¾ MIXED 6GAL CL_2 17½	BLH
10/6/92	0735	1535	9575140	9583970	8830	17½ 16¾	BLH
10/7/92	0735	1540	9583970	9592740	8770	TANK 3FT FROM TOP MIXED 6GAL CL_2 19½ 18½	BLH
10/8/92	0755	1510	9592740	9600610	7870	15½ 17¾	BLH
10/9/92	0745	1150	9600610	9605220	4610	TANK 1½' FROM TOP MIXED 6GAL CL_2 20½ 20	BLH
10/10/92	1210	1950	9605220	9613590	8370	20 19	BLH
10/11/92	0940	1603	9613590	9620580	6990		KJW
10/12/92	0831	1311	9620580	9625590	5010	TANK 1' FROM TOP	KJW
10/14/92	0735	1510	9625590	9633980	8390	20¼ 19¼	BLH
10/15/92	0735	1245	9633980	9639790	5810	MIXED 6GAL CL_2 21¾ 21	BLH
10/15/92	1750	1830	9639790	9646950	7160	TANK full	
10/16/92	0725	1410	9646950	9654810	7860		

WATER USE AND PUMPING INFORMATION SHEET — WELL (3)

DATE	START TIME	STOP TIME	STA METER	STOP METER	GALLONS PUMPED	MIS INFORMATION	SIGNATURE
10/20/92	0735	1550	9654840	9664010	9170	MIXED 6 GAL CL_2	22 21 BLH
10/21/92	0735	1500	9664010	9672220	8210		21 20 BLH
10/22/92	0730	1715	9672220	9682940	10720	TANK OVERFLOWING AT 1715	20 18¾ BLH
10/25/92	1320	2010	9682940	9690630	7690		18¾ 18 BLH
10/26/92	0735	1630	9690630	9700780	10150	MIXED 6 GAL CL_2	20¾ 19¾ BLH
10/27/92	0735	1540	9700780	9709630	8850	RAN PUMP WITHOUT CL_2 FEED HIGH RES TANK	19¾ 19¾ BLH
10/29/92	0725	1535	9709640	9718650	9010	LOWERED CHLORINATOR FROM 3 TO 2.5	19¾ 18¾ BLH
11/2/92	0735	1540	9718650	9727780	9130		18¾ 18 BLH
11/3/92	0945	1450	9727780	9733600	5820	MIXED 6 GAL CL_2	20¼ 19¾ BLH
11/4/92	0735	1100	9733600	9737470	3870		19¾ 19½ BLH
11/5/92	0740	1520	9737470	9746090	8620		19½ 18½ BLH
11/6/92	0745	1520	9746090	9754540	8450	TANK FILLED TO OVERFLOWING @ 1520	18½ 17½ BLH
11/9/92	0730	1530	9754540	9763550	9010		17½ 16½ BLH
11/10/92	0730	1320	9763550	9770260	6710	MIXED 6 GAL CL_2	19 18½ BLH
11/11/92	0730	1520	9770260	9778940	8680	TANK OVERFLOWING @ 1520	18½ 17⅝ BLH
11/16/92	0740	1600	9778940	9788530	9590	TANK DOWN 4 FT	17⅝ 16½ BLH
11/17/92	0725	1545	9788530	9798200	9670	MIXED 6 GAL CL_2	19⅜ 18¼ BLH
11/18/92	0735	1600	9798200	9807660	9460		18¼ 17¼ BLH
11/20/92	0730	1530	9807660	9816660	9000	TANK 2' FROM TOP TANK OVERFLOW @ 1530	17¼ 16⅜ BLH
11/23/92	0745	1510	9816660	9825130	8470	TANK 2½' FROM TOP	16⅜ 15⅜ BLH
11/24/92	0750	1450	9825130	9833020	7890	TANK OVERFLOWING @ 1450	15⅜ 14½ BLH
11/27/92	0730	1500	9833020	9841600	8580		14½ 13½ BLH
11/30/92	0805	1300	9841600	9847310	5710		13½ 12⅞ BLH
12/01/92	0740	1550	9847310	9856640	9330		12⅞ 11⅞ BLH
12/02/92	0750	1545	9856640	9865650	9010	TANK FILLED AND OVERFLOWING @ 1545	11⅞ 11 BLH
12/04/92	0740	1445	9865650	9873690	8040		11 10 BLH
12/07/92	0730	1545	9873690	9883200	9510		10 9⅛ BLH
12/09/92	0740	1245	9883200	9889060	5860		9⅛ 8⅝ BLH
12/11/92	0735	1440	9889060	9897270	8210		8⅝ 7⅞ BLH

WELL (3)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC INFORMATION	SIGNATURE
12/14/92	0730	1500	9897270	9905960	8690		7½ BLH
12/15/92	0735	1600	9905960	9915620	9660	RAN OUT OF C_aOHCL SOLUTION TODAY	BLH
12/18/92	0835	1550	9915620	9923980	8360	CHLORINATOR OUT OF SERV. SPIKED W 300ml	BLH
12/21/92	0735	1735	9923980	9935830	11850	FEED ≈ 500ml CL_2 5.25% WITH CHLORINATOR	BLH
12/22/92	0735	1600	9935830	9945350	9520	FEED ≈ 300ml CL_2 5.25%, TANK FILLED	BLH
12/24/92	0725	1040	9945350	9949340	3990	FED ≈ 200ml CL_2 5.25%	BLH
12/28/92	0725	1610	9949340	9959540	10200	FED ≈ 400ml 5.25% CL_2	BLH
12/29/92	1135	1550	9959540	9964330	4790	FED ≈ 250ml 5.25% CL_2	BLH
12/30/92	0725	1530	9964330	9972960	8630	FED ≈ 350ml 5.25% CL_2	BLH
12/31/92	0725	1530	9972960	9982050	9090	FED ≈ 400ml CL_2 TANK IS FULL	BLH
1/4/93	0755	1605	9982050	9991330	9280	FED ≈ 325ml CL_2	BLH
1/5/93	0735	1500	9991330	9999710	8380	FED 300ml CL_2 TANK IS FULL	BLH
1/7/93	0730	1505	9999710	10007920	8210	FED 300ml CL_2 TANK IS FULL	BLH
1/8/93	0725	1130	0007930	0012550	4630	FED 150ml CL_2 TANK IS FULL	BLH
1/11/93	0730	1610	0012550	0022490	9940	NaOCL SYSTEM ON LINE @ 5.0 (PUMP)	20¼ BLH
1/12/93	0720	1230	0022490	0028450	5960	SOLUTION 16 5/8 START 14 1/8 STOP	15 13/16 15 1/16 BLH
1/14/93	0810	1555	0028450	0037320	8870		15 1/16 11 1/16 BLH
1/15/93	0730	1205	0037320	0042550	5230		11 1/16 8 5/8 BLH
1/19/93	0730	1550	0042550	0052243	9693		8 5/8 4 1/8 BLH
1/20/93	0730	1215	0052243	0057675	5432	3¾	4 1/8 — BLH
1/20/93	1220	1300	0057675	0058224	549	SPIKED WITH 160ml 5.25% CL_2	BLH
1/21/93	1125	1505	0058224	0063260	5036	SPIKED WITH 60ml 5.25 NaOCL	21 1/16 20 5/16 BLH
1/22/93	0730	1435	0063260	0071273	8013		17 1/16 BLH
1/25/93	0735	1550	0071273	0080672	9399	0.58mg/L DOSAGE	14 3/16 BLH
1/27/93	0735	1600	0080672	0090216	9544	0.59mg/L DOSAGE	10 13/16 BLH
1/29/93	0730	1150	0090216	0095139	4923	0.53 mg/L DOSAGE	9¼ BLH
2/1/93	0720	1610	0095139	0105257	10118	0.58mg/L DOSAGE	5¾ BLH
2/2/93	0735	1250	0105257	0111192	5935	0.60mg/L DOSAGE	3 5/8 BLH
2/3/93	0800	1345	0111192	0118065	6873	0.48mg/L DOSAGE	21 5/16 / 19 15/16 BLH

WELL (3)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MI INFORMATION	SIGNATURE
2/5/93	0735	1605	0118065	0127639	9574	0.52mg/L DOSAGE	$16\frac{15}{16}$ BLH
2/8/93	0730	1550	0127639	0137117	9478	0.53mg/L DOSAGE	$13\frac{15}{16}$ BLH
2/9/93	0745	1205	0137117	0142091	4974	0.50mg/L DOSAGE	$12\frac{7}{16}$ BLH
2/11/93	0745	1610	0142091	0151676	9585	0.52mg/L DOSAGE	$9\frac{7}{16}$ BLH
2/16/93	1240	1610	0151676	0155858	4182	0.52mg/L DOSAGE	$8\frac{1}{8}$ BLH
2/17/93	0730	1730	0155858	0167414	11556	0.52mg/L DOSAGE	$7\frac{1}{2}/22$ BLH
2/19/93	0720		0167414	0175794	8380	0.55mg/L DOSAGE	$19/16\frac{1}{4}$ BLH
2/20/93	0830	1610	0175794	0184576	8782	0.52mg/L DOSAGE	$13\frac{1}{2}$ BLH
2/22/93	0735	1600	0184576	0194126	9550	0.50mg/L DOSAGE	$10\frac{5}{8}$ BLH
2/25/93	0735	1500	0194126	0202635	8509	0.54mg/L DOSAGE	$7\frac{7}{8}$ BLH
2/26/93	0730	1225	0202635	0208230	5595	0.54mg/L DOSAGE	$6\frac{1}{16}$ BLH
3/2/93	0740	1500	0208230	0216810	8580		23/ BLH
3/3/93	0730	1505	0216810	0225570	8760		
3/4/93	0730	1310	0225570	0232037	6467	Tank full	$15\frac{1}{2}$
3/8/93	0730	1530	0232037	0241185	9148	0.52mg/L DOSAGE	$12\frac{5}{8}$ BLH
3/9/93	0735	1545	0241185	0250416	9231	0.54mg/L DOSAGE	$9\frac{5}{8}$ BLH
3/10/93	0920	0945	0250416	0250487	71	NO_3 SAMPLE TAKEN	– BLH
3/11/93	0745	1250	0250487	0256326	5839	0.53 DOSAGE	$7\frac{3}{4}$ BLH
3/12/93	0900	1405	0256326	0264403	8077	0.54 DOSAGE	$5\frac{1}{8}$ BLH
3/15/93	0730	1545	0264403	0273873	9470	0.52 DOSAGE	$23/20\frac{1}{16}$ BLH
3/16/93	0745	1240	0273873	0279381	5508	0.53 DOSAGE	$18\frac{5}{16}$ BLH
3/18/93	0730	1430	0279381	0287439	8058	0.52 DOSAGE	$15\frac{13}{16}$ BLH
3/22/93	0730	1545	0287439	0297012	9573	0.52 DOSAGE	$12\frac{13}{16}$ BLH
3/23/93	0745	1730	0297012	0308152	11140	0.52 DOSAGE	$9\frac{5}{16}$ BLH
3/24/93	0730	1745	0308152	0319624	11472	0.53 DOSAGE	$5\frac{5}{8}$ BLH
3/26/93	0730	1555	0319624	0329262	9638	0.50 DOSAGE	$23/20\frac{1}{8}$ BLH
3/29/93	0730	1749	0329262	0340878	11616	0.50 DOSAGE	$16\frac{9}{16}$ BLH
3/31/93	0740	1740	0340878	0352191	11313	0.53 DOSAGE	$12\frac{5}{16}$ BLH
4/2/92	1105	1550	0352191	0357533	5342	0.51 DOSAGE	$11\frac{5}{16}$ BLH

WATER USE AND PUMPING INFORMATION SHEET — WELL (3)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC. INFORMATION	SIGNATURE
4/5/93	0740	1610	0357533	0367321	9788	0.51 DOSAGE 8 5/16	BLH
4/6/93	0745	1540	0367321	0376333	9012	0.53 DOSAGE 5 7/16	BLH
4/8/93	0735	1555	0376333	0386100	9767	0.49 DOSAGE 23	20 1/4 BLH
4/12/93	0730	1555	0386100	0396026	9926	0.49 DOSAGE 17 5/16	BLH
4/13/93	0735	1620	0396026	0406338	10312	0.48 DOSAGE 14 5/16	BLH
4/15/93	0730	1750	0406338	0418665	12327	0.43 DOSAGE 11 1/8	BLH
4/19/93	0730	1735	0418665	0430861	12196	0.41 DOSAGE 8 1/8	BLH
4/20/93	0725	1540	0430861	0439313	8452	0.48 DOSAGE 5 1/16	BLH
4/22/93	0730	1800	0439313	0452088	12775	0.50 DOSAGE 22 15/16	19 1/16 BLH
4/24/93	0720	1545	0452088	0462280	10192	0.49 DOSAGE 16 1/16	
4/27/93	0735	1745	0462280	0474489	12209	0.46 DOSAGE 12 11/16	BLH
4/29/93	0915	1010	0474489	0475561	1072	SPIKED TANK WITH 270 ml 5.25% NaOCL	12 7/16 BLH
4/30/93	0750	1550	0475561	0484423	8862	0.60 DOSAGE	9 1/4 BLH
5/2/93	1510	1900	0484423	0489196	4773	0.61 DOSAGE	7 1/2 BLH
5/3/93	0730	1550	0489196	0499340	10144	≈ 0.61 DOSAGE	3 3/4+ BLH
5/4/93	0740	1600	0499340	0509542	10202	0.57 DOSAGE 23	19 1/2 BLH
5/5/93	0740	1550	0509542	0519217	9675	0.54 DOSAGE 16 3/8	BLH
5/6/93	0735	1455	0519217	0527918	8701	0.63 DOSAGE 13 1/16	BLH
5/7/93	0735	1630	0527918	0538296	10378	0.62 DOSAGE 9 3/16	BLH
5/10/93	0730	—	0538296	—	29269	0.53 DOSAGE 22 7/8	BLH
5/11/93	0740	1710	0567565	0578336	10771	0.58 DOSAGE 13 9/16	9 13/16 BLH
5/12/93	0730	1745	0578336	0589954	11618	0.62 DOSAGE 5 1/2	BLH
5/13/93	0810	1715	0589954	0600747	10793	0.56 DOSAGE 22 5/8	19 BLH
5/14/93	0715	1715	0600747	0612053	11306	0.65 DOSAGE 14 9/16	BLH
5/15/93	1200	2220	0612053	0623673	11620	0.56 DOSAGE 10 5/8	BLH
5/17/93	0720	2045	0623673	0638875	15202	0.52 DOSAGE 5 1/8	BLH
5/18/93	0730	2105	0638875	0653986	15111	0.53 DOSAGE 23	18 3/16 BLH
5/19/93	0735	1655	0653986	0664255	10269	0.57 DOSAGE 14 11/16	BLH
5/20/93	0740	1615	0664255	0673755	9500	0.54 DOSAGE 11 5/8	BLH

WATER USE A PUMPING INFORMATION SHEE WELL (3)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC. INFORMATION	SIGNATURE
5/22/93	1100	2010	0673755	0684127	10372	0.57 DOSAGE 11 5/8	8 1/16 BLH
5/23/93	0645	2225	0684127	0701922	17795	0.55 DOSAGE 23	17 1/8 BLH
5/24/93	0730	2050	0701922	0716426	14504	0.57 DOSAGE 12 3/16	BLH
5/25/93	0725	1630	0716426	0726138	9712	0.59 DOSAGE 8 3/4	BLH
5/26/93	0730	2040	0726138	0740978	14840	0.59 DOSAGE 23	17 3/4 BLH
5/27/93	0730	1550	0740978	0749998	9020	0.59 DOSAGE 14 9/16	23 BLH
5/29/93	0720	1500	0746978	0758490	17512	22 3/4	
5/30/93	0920	1530	0758490	0767510	9020	19 3/4	
5/31/93	0720	1455	767510	775880	8370	18.0	
6/1/93	0725	1630	775880	785888	10008	0.38 DOSAGE 18 3/16	15 7/8 BLH
6/2/93	0845	1615	785888	794326	8438	0.55 DOSAGE 16 3/16	13 3/8 BLH
6/3/93	0735	1335	794326	800884	6558	0.56 DOSAGE 11 3/16	BLH
6/4/93	0715	1945	800804	814729	13925	0.49 DOSAGE 7 1/8	23 BLH
6/5/93	0715	1512	814729	823390	8661	water tank full	22 1/2 BLH
6/6/93	0715	1455	823390	831715	8325	N/A	21 1/2
6/7/93	1120	1205	831715	832509	794	SPIKED TANK W/ 600 ml 5.25% NaOCL	
6/7/93	1340	1645	832509	835960	3451	0.54 DOSAGE 23	21 7/8 BLH
6/8/93	0740	1650	835960	846024	10064	0.53 DOSAGE 18 11/16	BLH
6/9/93	0725	2040	846024	860702	14678	0.51 DOSAGE 14 3/16	BLH
6/10/93	0740	2110	860702	875457	14755	0.54 DOSAGE 9 7/16	BLH
6/11/93	0745	1545	875457	884100	8643	FILLED CL_2 TANK 0.53 DOSAGE 6 11/16	BLH
6/11/93	1550	2130	884100	890339	6239	0.47 DOSAGE 23	21 1/4 BLH
6/12/93	0920	1935	890339	901301	10962	0.47 DOSAGE 18 1/8	BLH
6/13/93	0850	1640	901301	909732	8431	0.56 DOSAGE 15 5/16	BLH
6/14/93	0755	0910	909732	911086	1354	SPIKED TANK W/ 1000 ml NaOCL	15 1/4 BLH
6/15/93	0720	1540	911086	920109	9023	0.47 DOSAGE 12	11/16 BLH
6/16/93	0735	1710	920109	930561	10452	0.50 DOSAGE 9	9/16 BLH
6/17/93	0715	1545	930561	939842	9281	0.52 DOSAGE 6	11/16 BLH
6/18/93	0715	1530	939842	948789	8947	0.53 DOSAGE 3	13/16 23 BLH

WATER USE AND PUMPING INFORMATION SHEET — WELL (3)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC. INFORMATION	SIGNATURE
6/18/93	1530	1540	948789	948810	21	MIXED FRESH BATCH OF Cl_2 23	BLH
6/19/93	0700	1430	948810	956190	7380	23	T. R
6/20/93	0715	–	956190		25903	0.14 DOSAGE, SPIKED TANK WITH 650ml 24	BLH
6/21/93	0715	1608	982093	991411	9318	0.56 DOSAGE 18	15 3/8 BLH
6/22/93	0715	1625	991411	1001101	9690	0.60 DOSAGE 11	7/8 BLH
6/23/93	0725	2210	1001101	1016664	15563	0.47 DOSAGE 7	7/16 BLH
6/24/93	1115	2110	1016664	1027154	10490	0.53 DOSAGE 4	1/8 BLH
6/25/93	0735		1027154	1060340	33186	23	BLH
6/26	~~1530~~	1526		1060340	—		
6/26/93	1855		1060340		—	16	9/16 BLH
6/28/93	~~0740~~	0740		1093352	33012	10	1/2 BLH
6/28/93	1420	2120	1093352	1100512	7160	0.55 DOSAGE 8	1/8 BLH
6/29/93	0720	1545	1100512	1108951	8439	0.49 DOSAGE 5	5/8 23 BLH
6/30/93	0730	1635	1108951	1118281	9330	0.50 DOSAGE 20	3/16 BLH
7/1/93	0745	2040	1118281	1131421	13140	0.69 DOSAGE 14	3/4 BLH
7/2/93	0740	2125	1131421	1145358	13937	17.5 17.0 0.63mg/L 9	7/16 23 BLH
7/3/93	0705	1450	1145358	1152550	8192	2	1/2 TR
7/4/93		1152550					
7/5/93	0715	1152550	1730	1163425	10875	16	5/16 BLH
7/6/93	0650	1735	1163425	1174706	11281	18.0 17.0 0.62mg/L 2	1/8 ~~13/16~~ BLH
7/7/93	0653	1954	1174706	1188147	13441	18.0 17.0 0.63mg/L 7	1/16 23 BLH
7/8/93	0729	1532	1188147	1196667	8520	18.0 17.5 0.49mg/L 10	1/2 BLH
7/9/93	0710	2154	1196667	1211910	15243	18.0 17.0 17.25 1535 0.50mg/L 15	7/8 23 BLH
7/10/93	23	2349	12/1910	1229122	17212	16.34 0.51mg/L 17	1/16 TR
7/11/	0715	1937	1229122	1241416	12294	16.0 0.53mg/L 13	3/4 TR
7/12/93	0735	1928	1241416	1253342	11926	17.25 16.0 0.52mg/L 10	BLH
7/13/93	0737	2153	1253342	1266982	13640	17.5 16.5 0.55mg/L 5	1/2 BLH
7/14/93	0734	2010	1266982	1278462	11480	17.75 10.75 0.61mg/L 23	18 13/16 BLH
7/15/93	0743	1642	1278462	1287440	8978	17.5 15.5 0.52mg/L 16	BLH

WATER USE AND PUMPING INFORMATION SHEET — WELL (3)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC. INFORMATION	SIGNATURE
7/16/93	0720	1505	1287440	1295190	7750	16	TR
7/17/93	0710	1505	1295190	1302990	7800	13½	TR
7/18/93	0730	1445	1302990	1310540	7550	Full Tank 11½	23 TR
7/19/93	0723	1857	1310540	1322403	11863	17.75 17.0 0.53mg/L	20¾ 17
7/20/93	0649	1542	1322403	1331497	9094	17.75 17.0 0.51mg/L	14 3/16 BLH
7/21/93	0738	1546	1331497	1339812	8315	17.75 17.0 0.50mg/L	11 11/16 BLH
7/22/93	0733	1604	1339812	1348543	8731	17.75 – 0.52mg/L	8 15/16 23
7/23/93	0720	1430	1348543	1355940	7197	N/A	20¾ TR
7/24/93	0630	1445	1355940	1364340	9400	N/A	18 TR
7/25/93	0630	1455	1364340	1372900	8560	N/A	15½ TR
7/26/93	0747	1853	1372900	1384412	11512	18.0 17.0 0.51mg/L	12 BLH
7/27/93	0743	1615	1384412	1393180	8768	17.75 16.75 0.52mg/L	9¼ BLH
7/28/93	0747	2008	1393180	1406033	12853	18.0 17.75 17.75@1535 0.49mg/L	23 19 3/16 BLH
7/29/93	0757	1421	1406033	1412570	6537	17.5 16.75 0.54mg/L	17 1/16 BLH
7/30/93	0740	1515	1412570	1420358	7788	17.75 0.52mg/L	14 5/8 23 BLH
7/31/93	0730	1505	1420358	1428190	8822	N/A	26½ TR
8-1-93	0730	1455	1428190	1435920	7730	N/A	18 TR
8-2-93	0744	1856	1435920	1447559	11639	18.0 17.25 17.0@1525 0.55mg/L	17 5/16 14 1/8 BLH
8/3/93	0730	1544	1447559	1456042	8483	17.75 17.0 0.53mg/L	11 7/16 BLH
8/4/93	0720	2303	1456042	1469084	13042	17.75 17.0 0.52mg/L	7 3/8 BLH
8/5/93	0750	1520	1469084	1476880	7796	0.48mg/L	23 20¾ TR
8/6/93	0750	2037	1476880	1489902	13022	16.75 0.53mg/L	16 9/16 23 BLH
8/7/93	0730	1510	1489902	1497880	7986	N/A	26½ TR
8/8/93	0730	1440	1497880	1504740	6852	N/A	8¼ TR
8/9/93	0741	1811	1504740	1515513	10773	0.55mg/L	14 11/16 BLH
8/10/93	0935	1630	1515513	1522613	7100	0.53mg/L	12 7/16 BLH
8/12/93	0800	1540	1522613	1530675	8062	0.54mg/L	9 13/16 BLH
8/13/93	0848	1827	1530675	1540739	10064	0.52mg/L	6 11/16 23 BLH
8/14/93	1020	1400	1540739	1544100	3361		2½ 19 TR TR

WATER USE AND PUMPING INFORMATION SHEET — WELL ③

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC. INFORMATION		SIGNATURE
8/15/93	0715	1450	1544100	1551720	7620	N/A		T.R.
8/16/93	0759	1600	1535720	1560103	8383	0.53 mg/L	19 9/16	16 7/8 BH
8/17/93	0710	1858	1560103	1572303	12200	0.54 mg/L	12 15/16	BLH
8/18/93	0728	1829	1572303	1583670	11367	0.54 mg/L	9 1/4	BLH
8/19/93	0739	1700	1583670	1593256	9586	0.53 mg/L	6 3/16	BLH
8/20/93	0732	1438	1593256	1600723	7467	0.50 mg/L	23	20 3/4 BLH
8/21/93	0830	1450	1600723	1608170	7447	N/A	18 1/2	TR
8/22/93	0730	1510	1608170	1616260	8090	N/A	15 3/4	TR
8/23/93	0729	1900	1616260	1628133	11873	0.53 mg/L	11 15/16	BLH
8/24/93	0733	1453	1628133	1635661	7528	0.55 mg/L	9 7/16	BLH
8/25/93	0738	1819	1635661	1646637	10976	0.54 mg/L	5 7/8	BLH
8/26/93	0744	1454	1646637	1654170	7533	0.51 mg/L	23	20 1/16 BLH
8/27/93	0736	1552	1654170	1662656	8486	0.54 mg/L	17 15/16	23 BLH
8/28/93	0728	1500	1662656	1670570	7914	w/ ##	20 1/2	TR
8/29/93	"	"	1670578				20 7/16	BLH
8/30/93	0732	1542	1670570	1679176	8606	0.53 mg/L	17	11/16 BLH
9/1/93	0730	1539	1679176	1687698	8522	0.52 mg/L	15	BLH
9/2/93	0739	1505	1687698	1695495	7797	0.52 mg/L	12 9/16	BLH
9/3/93	0749	1501	1695495	1703043	7548	0.52 mg/L	10 3/16	BLH
9/4/93	1157	1924	1703043	1710860	7817	0.53 mg/L	7	11/16 BLH
9/5/93	0807	1806	1710860	1721290	10430	0.55 mg/L	4 1/4	BLH
9/6/93	1025	1652	1721290	1728115	6825	0.49 mg/L	16	14 BLH
9/7/93	0751	1617	1728115	1736909	8794	0.54 mg/L	11 1/8	BLH
9/8/93	0738	1425	1736909	1743995	7086	0.51 mg/L	8 15/16	BLH
9/10/93	0735	1618	1743995	1753218	9223	0.52 mg/L	6 1/16	23 BLH
9/12/93	0953	1805	1753218	1762042	8824	0.51 mg/L	20 5/16	BLH
9/14/93	0743	1552	1762042	1770810	8768	0.51 mg/L	17 5/8	BLH
9/15/93	0733	1547	1770810	1779631	8821	0.52 mg/L	14 7/8	BLH
9/16/93	0735	1548	1779631	1788414	8783	0.5? mg/L	12 1/8	BLH

WATER USE AND PUMPING INFORMATION SHEET — WELL (3)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC. INFORMATION	SIGNATURE
9/17/93	0732	1604	1788414	1797474	9060	0.53mg/L 12 1/8	9 1/4 BLH
9/19/93	0845	1912	1797474	1808726	11252	0.52mg/L 5 3/4	BLH
9/20/93	0730	1707	1808726	1819048	10322	0.50mg/L 20 5/8	17 1/2 BL
9/21/93	0720	1649	1819048	1829109	10061	0.54mg/L	14 1/4 BLH
9/22/93	0722	1603	1829109	1838301	9192	0.52mg/L	11 3/8 BLH
9/23/93	0739	1856	1838301	1850177	11876	0.55mg/L	7 9/16 BLH
9/24/93	0722	1346	1850177	1856925	6748	0.52mg/L 5 7/16	23 BLH

10-15-1990: letter to water resources division, water rights branch from superintendent regarding installation and set date of pump

United States Department of the Interior
NATIONAL PARK SERVICE
GREAT SAND DUNES NATIONAL MONUMENT
MOSCA, COLORADO 81146

IN REPLY REFER TO:

L54

October 15, 1990

Paul Christensen
Water Resources Division
Water Rights Branch
301 South Howes
Ft. Collins, Colorado 80521

Dear Paul:

Enclosed please find a copy of the original invoice documenting installation and set date of pump at Well #1 as well as Burk Drilling's state license number.

The electrical meter was installed on June 1, 1990. The cap number on the meter is #89355746. Also enclosed is a copy of the pump log from June 1 through the present time.

If you have any questions or require any more information please call.

Sincerely,

William E. Wellman
Superintendent

Enclosures

Year of the Visitor

00-00-1990: water use and pumping information (residents)

1990

WATER USE & PUMPING INFORMATION (RESIDENTS)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC. INFORMATION	INITIALS
6/6	1345	1345	33,000	34200	1200 (on ground)	1st Time Pumped since pipe were Tightened in stall and new chlorine Setting on 4. Pumped on ground	Doug
6/6	1345	1520	36500 / 34200	36500	2300	Turned water into main line	Doug
6/7	0735	1520	47500 / 36500	47500	11000	Nitrate Test .6	Doug
6/8	0950	1550	56000 / 47500	56000	8500		Doug
6/11	0830	1515	65500 / 56000	65500	9500		Doug
6/12	0800	1515	75700 / 65500	75700	10200		Doug
6/13	0810	1465	85200 / 75700	85200	9500	Installed pressure gauge 3:15 130 lbs	Doug
6/14	0735	1523	96100 / 85200	96100	10900		Doug
6/15	0810	1505	105800 / 96100	105800	9700	Tank full pressure gauge Reading 100 lbs.	Doug
6/18	0740	1625	116700 / 105800	11670	10900	2:10	Doug
6/20	0720	1707	130400 / 116700	130400	13700		Doug
6/21	0740	1580	141600 / 130400	141600	11200	06/27/90 2:10	Doug
6/26	0723	1454	152100 / 141600	152100	10500		Doug
6/27	0723	1512	163100 / 152100	163100	11000	1:5 1:5	Doug
6/28	0726	1455	173500 / 163100	173500	10400		Doug
6/29	0730	1418	183000 / 173500	183000	9500	1:5	Doug
7/05	0800	1505	190700 / 183000	190700	7700	Meter was not Turning 1:5	Doug
7/06	0725	1507	201500 / 190700	201500	10800	1:5	Doug
7/09	0740	1445	211300 / 201500	211300	9800	Handle on Breaker Panel on outside of building was turned to off	Doug
7/10	0735	1410	220500 / 211300	220500	9200	Set chlorine feeder at 1.5 3.5	Doug
7/11	0725	1420	230000 / 220500	230000	9500		Doug
7/12	0715	1445	241000 / 230000	250700	9700	1:5	Doug
7/13	0735	1435	250700 / 241000			1:5	Doug
7/16	0900	1520	260900 / 250700	260900	10200		Doug
7/17	0735	1525	271900 / 260900	271900	11000	1:5	Doug

WATER USE & PUMPING INFORMATION (RESIDENTS)

START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC. INFORMATION	INITIALS
0725	1455	282300 271900	282300	10400	Reset Chlorine pump to 3 1:5	Doug
0715	1450	292900 282300	292900	10600		Doug
0720	1510	303900 292900	303900	11000	1:5	Doug
0750	1640	316300 303900	316300	12400		Doug
0750	[illegible]	326500 316300	326500	10200	1:5	Doug
0725	1450	336900 326800	336900	10400	1:5	Doug
0705	1630	350000 336900	350000	13100		Doug
0745	1450	359900 350000	359900	9900	1:5 1:5	Doug
0725	1525	371000 359900	371000	11100		Doug
0815	1600	380400 371000	380400	9400		Doug
0718	1525	391700 380400	391700	11300	1:5	Doug
0740	1455	401800 391700	401800	10100		Doug
0730	1453	411800 401800	411800	10000	1:5	Doug
0707	1452	422700 411800	422700	10900	1:5	Doug
0706	1623	435700 422700	435700	13000		Doug
0750	1505	445800 435700	445800	10100	1:5	Doug
0727	1645	458900 445800	458900	13100		Doug
0722	1710	472700 458900	472700	13800	1:5	Doug
0810	1620	484100 472700	484100	11400	1:5	Doug
0745	?	[illegible]	492300	8300		[illegible]
0838	1750	492300	507902	15,600		Louise
0740	1515	518500 507900	518500	10600	1:5	Doug
0740	1455	528600 518500	528600	10100		Doug
0726	1507	539400 528600	539400	10800	1:5	Doug
0810	1510	547800 539400	547800	8400		Doug

WATER USE & PUMPING INFORMATION (RESIDENTS)

TE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC. INFORMATION	INITIALS
8/31/90	0730	1618	560100 547800	5 560100	12300		Doug
9/04/90	0750	1533	571000 560100	571000	10900	1:5	Doug
09/05	0755	1540	588800 571000	581800	11800	1:5	Doug
9/06	0740	1450	592000 581800	592000	10200		Doug
09/07	0727	1300	599800 592000	597800	7800	1:5	Doug
9/11	0712	1500	610700 599800	610700	10900		Doug
9/12	0800	1510	620800 610700	620800	10100	1:5	Doug
9/13	0740	1530	631800 620800	631800	11000		Doug
9/14	0727	1450	642000 631800	642000	10200	1:5	Doug
9/18	0745	1437	651600 642000	651600	9600		Doug
9/20	0736	1507	662100 651600	662100	10500	1:5	Doug
9/23	0930	1740	673600 662100	673600	11500	1:5	Doug
9/27	0930	1518	681700 673600	681700	8,100		Zombie
9/27	0930	1453	689200 681700	689200	7500		Doug
9/ 28	0735	1625	704300 689200	704300	15100	1:5	Doug
9/11	1626	10/12/90 0730	725500 704300	725500	21200		Doug
			725500				

12-14-1989: memorandum to water right branch from superintendent, grsa regarding pump records grsa well #3

United States Department of the Interior
NATIONAL PARK SERVICE
GREAT SAND DUNES NATIONAL MONUMENT
MOSCA, COLORADO 81146

IN REPLY REFER TO:
L54

December 14, 1989

Memorandum

To: Beth Voelkel, Water Rights Branch, Water Resources Division

From: Superintendent, Great Sand Dunes National Monument

Subject: Pump Records GRSA Well #3

Enclosed are records dating from July of 1988. Unfortunately that is the date we began to have trouble with this well. At first we thought it was a pump problem, and, in fact, replaced the pump this spring. Give me a call if you have trouble figuring this out.

Bill Wellman

William E. Wellman

Enclosure

Year of the Visitor

00-00-0000: water use & pumping information (residents)

WATER USE & PUMPING INFORMATION (RESIDENTS)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC. INFORMATION	INITIALS
9/26	12:30		2362570			on the tank down	
9/27						✓ caused and this since 25 9/89	
						pumped 18,000 since 9-26-89 - 12:3	
10-3-89	0700		2402250			3:30	
10-3-89	0700	1800	2410980 / 2402250	2410980	8730	Pump rested for 3 days 1:10	
10-4-89	0700		2425020 / 2410980		14040		
10-6-89	1730	10-10-89 0715	2455400 / 2425020	2455400	30380		
10-10-89	0715	1855	2467600 / 2455400	2467600	12200	Pumped Manually + Auto	
10-11-89		1600	2478100 / 2467600	2478100	10500	Pumped manually & Auto	
10-16-89	[redacted]	800	2499700 / 2478100	2499700	21600	3:30	
10-16-89	800	10-17-89 0715	2523910 / 2499700	2523910	24210		
10-17-89	0745	10-21-89 1835	2541110 / 2523910	2541110	17200	Pumped manually	
10-23-89	0735	1700	2551270 / 2541110	2551270	14.0 GPM 10160	Pumped manually	
10-24-89	0730		2560550 / 2551270	2560550	9280	Pumped manually	
10-25-89	0830	1720	2569700 / 2560550	2569700	9150	Pumped manually	
10-26-89	0750	1655	2577780 / 2569700	2577780	8080	Pumped manually	
10-27-89	0810	1810	2587700 / 2577780	2587700	9920	Pumped manually	
10-30-89	0815	2045	2601040 / 2587700	2601040	13340	Pumped manually	
10-31-89	0715	1610	2610450 / 2601040	2610450	9410	Pumped manually	
11-1-89	0735	1450	2617300 / 2610450	2617300	6850	Pumped manually	
11-2-89	0730	1500	2626320 / 2617300	2626320	14.0 GPM 9020	pumped manually	
11-3-89	0715	11/3/89 0655	2652120 / 2622320	2652120	21.0 GPM 29800	pumped manually	
11-4-89	0715	1700	2662900 / 2652120	2662900	10780	pumped manually	
11-5-89	0715	1750	2674100 / 2662900	2674100	14.16 GPM 11200	pumped manually	
11-6-89	0745	1830	2685150 / 2674100	2685150	11050	pumped manually 2:20	
11-7-89	0715	1730	2696360 / 2685150	2696250	16.6 GPM 11200	pumped manually	

WATER USE & PUMPING INFORMATION (RESIDENTS)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC. INFORMATION	INITIAL
07-25		1510	1740750 1728500	1740750	12250	Pumped Manually	Long
07-27		1550	1755650 1740750	1755650	14900		Long
07-28		1540	1768370 1755650	1768370	12720	3:30	Long
07-31-89		0745	1795600 1768370	1795600	17230		Long
07-31-89	0755	08-01-89 1535	1806160 1795600	1806160	10.46pm 2056	Pumped Manually	Long
08-02-89		1550	1825350 1806160	1825350	19190	" "	Long
08-03-89	1600		1825350	184574	20,390	2:20	Long
08/04			184574	1869580	23840		Lonnie
08/05			1869580	1875830	6350		Lonnie
08/05	6:30 P.M.		1875830	1907600	31,670	176 P.M.	Lonnie
08/11	7:30 AM		1907600	1938990	31,390		Lonnie
08/14	0700		1938990	1949250	10,260		Lonnie
08/15	0830		1967150 1949250	1967150	19900		
08/16	0745	7:00	1970280 1969150	1970280	1130	3:30 Mixed chlorine solution	Long
08/17	2200		2008000 1970280		37720		Long
08/21	0730		2007000		29510		Long
08/22	0825		2041810 2037810	2041810	4000		Long
08/23	0745		2041810	2006450	22170	3:30 Mixed chlorine solution	Long
08/24	0755		2006450				Long
08/25					10000 00	Mixed 20 gallons chlorine 2:30	Long
08/26	0730		2105450	2234130	68,650		Long
08/28	0735		2234130	2244570	10760	Pumping @ 176 P.M.	Lonnie
08/29	0730		2244570	2254430	9860	Pumping @ 176 P.M.	Lonnie
08/30	0735					Pumping @ 176 P.M.	Lonnie
08/31	0730		2254430	2285790	31360		Long
						1 gallon Chlorine Solution in 50 gallons	

WATER USE & PUMPING INFORMATION (RESIDENTS)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC. INFORMATION	INITIAL
06-28-89			1507120 1498900	1507120	8220	6-28-0645 93" 6-29-0725 93"	Doug
6-29-89	0725	1530	1509120 1507120	1509120	H.G.P.M. 2000	6-29-1530 100"	Doug
6-30-89	0645		1513020	1518530	5510		Doug
7-01-89	0700		1526280 1518530	1526280	7750		Doug
7-02-89	0800	07-04-89 0650	1526280	1552770	26490	Set pump to start on cycle Pump 45 minutes OFF 2 hours + 15 minutes.	Doug
7-04-89	0700		1558850 1552770	1558850	6080	Tank 1/2 Full	Doug
7-05-89	0640	1647	1568610 1558850	1568610	9760	Started pump on manual & let run	Doug
7-06-89	0700	07-07-89 1700	1581210 1568610	1581210	12600	Put pump back on cycle 45 min. on. 2hr. 15 min. OFF 3:30	Doug
7-07-89	0700		1585160 1581210	1585160	3950		Doug
7-08-89	0700	0700	1591280 1585160	1591280	6120		Doug
7-09-89	0700	0850	1610980 1591280	1610980	11700		Doug
7-12-89	1000		1610980		5810		Doug
7-13-89	0715		1616790		6860		Doug
7-14-89	0735		1623650		13090		Doug
7-16-89	1020		1646300 1636744	1646300	9756		Doug
7-17-89	0725	07-18-89 0715	1659900 1646300	1659900	13600		Doug
7-18-89	0715	07-19-89 0715	1659900	1666700	6900		Doug
7-19-89	0715	1715	1676850 1666300	1676850	10550	Pumped manually all day	Doug
7-20-89	0700	1500	1683650 1676850	1683650	6800	Pumped manually 8:30	Doug
7-21-89			1687750 1683650		4100		Doug
7-22-89		1715	1698250 1687750	1698250	0500	[illegible] manually	Doug
7-23-89	0715	1530	1706760 1698250	1706760	8510	[illegible] manually	Doug
7-24-89	0700	1645	1706760	1713850	7090	"	Doug
7-25-89	0700		1720850 1713850	1720850	7000	"	Doug
7-26-89	0715		1728500 1720850	1728500	7650	"	Doug
			[illegible]	[illegible]	[illegible]		

WATER USE & PUMPING INFORMATION (RESIDENTS)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC. INFORMATION	INITIAL
05-11-89	0745		1020730 984480		36250	Mixed more chlorine solution 10:1	Cong
05-15-89	0755		1038350 1020730		17620		Cong
05-17-89	0723		1057150 1038350		18800		Cong
05-22-89	0725		1066880 1057150		9730	Mixed chlorine solution 20:2	Cong
05-23-89	0715		1076740 1066880		9860		Cong
05-24-89	0740		1115340 1076740		21.26 GPM 38600	Reset Time clock to pump 2 hrs. on + 1 hr. off 24 hrs a day	Cong
05-26-89	0750		1163600 1115340		25.5 GPM 48260	mixed chlorine solution 20:2	Cong
5-29-89	0655		1211050 1163600		16.8 47450	06-01-89 Tank full shut pump off Mon	Cong
06-01-89					12500	mixed chlorine solution 30:3	Cong
6-05-89	0722		1222550 1211050		11500		
6-06-89	0930		1241830 1222550		19280	Reset time clock to Pump 2 hrs. 2 times per day.	Lonnie
6-7-89	10:10		1257190 1241830		15360		Lonnie
6-7-89	10:10		1290470 1257190		33240	Turned Pump on manual to fill tank	Lonnie
6-9-89	8:30	1543	1295190 1290430		4760	Reset time clock	Lonnie
6-12-89			1318630 1295190		23440		Lonnie
6-13-89	1445		1334150 1318630		15520	Added chlorine to Init - noted 2 hrs 5 times clock 3:30 6-16-89	Lonnie
6-16-89	1445		1334150			Mixed Chlorine solution	Lonnie
6-20-89	0825	6-21-89 0835	1425150 1414360	1429750 1425150	4.1 GPM 10790	Reset Time clock 2½ hrs ON 6-21-89 ½ hr. OFF	Cong
			1436350 1425150		9.3 GPM 11200		
			1447180 1436350	1447180	9.0 GPM 10830		
			1458790 1447180	1458790	11610	6-22-1300 - 6-23-1300 20" 6-23-1300 - 6-24-1130 54"	
			1469390 1458790	1469390	10600	6-24-1645 60" 6-25-0655 74" 6-25-1520 80"	
			1479870 1469390	1479870	10480	6-26-0640 73" 6-27-0650 92"	
			1491010 1479870	1491010	4.45 GPM 11140	6-28-0600 98"	
			1498900 1491010		7.4 GPM 7890		

WATER USE & PUMPING INFORMATION (RESIDENTS)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC. INFORMATION	INITIAL
04/10	1143	ON AUTO	0734450	735760	1310	~~Well not moving H_2O.?~~ Set well TO AUTO Pump	Lonnie
04/11	1247	11	Well TO Be SERVICED			04/12/89 PULL Pump & TEST System.	Lonnie
~~04/13~~	Pulled Pumps. Rebuilt & Piston pump down well. Removed Goulds Pump						
	15 GPM	Pumping				Ran a draw down and	
04/13	1:00 PM		736950	752240	15,290	Recovery test.	Lonnie
4/14	~~1200 NOON~~	752240	~~736950~~ 737460	801160	48,920	Pump down 04/17/89	Lonnie
4/19	3:34 PM		801160		17300	Pump 19.5 GPM	Lonnie
4-20			~~818460~~ 818460		12700	Mixed chlorine solution 4gl Tank 3/4 Full Set chlorinator 45	Doug
4-21	0715		831160	840560	9400	Well pumping stable at 15 G.P.M.	Doug
4-23	1100		840560	841000	440	Pumped for horses	Doug
4-24	0718	1558	841000	850850	9850		Doug
			841240 850850		390	Pumped for horses	
4-25	0715	1630	461700 851240		10460 ~~11460~~		Doug
~~4-26~~	0720		~~862820~~ 862820		11270		Doug
4-27	0630		874090		59910		Doug
5-01-89	0735		884000		6850	Filled chlorine Tank. 1 gal. chlorine to 10 gallon water	Doug
5-03-89			928660 920850		7810		Doug
5-04-89			936490 928660		7810	120 / 20	Doug
5-05-89			944290 936470		7910	400 / 20	Doug
5-08-89			959900 944280		15620		Doug
5-09-89			975540 959900		15640		Doug
			975540				
5-11	Changed time clock to shut off at 4:00 instead of 3:00 P.M.						

WATER USE & PUMPING INFORMATION (RESIDENTS)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC. INFORMATION	INITIAL
1-24-89	0712	1645	349750	361250	11500	Started pump manually	Doug
1-26-89	0715	1700	361250	373000	20.1 GPM 11750	Added Chlorine Started pump manually	Doug
1-31-89	0720	1700	373000	384850	11850	Added Chlorine Started pump manually	Doug
2-02-89	0715	1650	384850	396600	11750	Started pump manually	Doug
2-03-89	0715	1534	396600	406750	10150	Added Chlorine Started pump manually	Doug
2-07-89	0750	1650	406750	417850	20.5 GPM 11100	Added Chlorine Started pump manually	Doug
2-08-89	0725	1700	417850	429450	11600	Started pump manually	Doug
2-11-89	0730	1655	429450	441050	11600	Added Chlorine Started pump manually	Doug
2-17-89	0712	1545	441050	454150	13100	Started pump manually	Doug
2-18-89	0714	1530	454150	464350	10200	Added Chlorine Started pump manually	Doug
2-21-89	0723	1555	464350	474650	10300	Started pump manually	Doug
2-22-89	0730	1705	474650	486550	11900	Added Chlorine Started pump manually	Doug
2-23-89	0710	1705	486550	498600	12050	Started pump manually	Doug
2-24-89	0730	1535	498600	508300	9700	Added Chlorine Started pump manually	Doug
2-27-89	0710	1700	508300	520300	20 GPM 12000	Started pump manually	Doug
2-28-89	0715	1700	520300	532150	11850	Added Chlorine Started pump manually	Doug
3-01-89	0715	1550	532150	542500	10350	Started pump manually	Doug
3-02-89	0720	1645	542500	554000	11500	Added Chlorine Started pump manually	Doug
3-03-89	0715	1715	554000	565600	20.35 GPM 11600	Started pump manually	Doug
3-04-89	0700	?	565600	570100	4500	Added Chlorine Started pump manually	Doug
3-06-89	0715	1520	570100	580400	10300	Started adding chlorine with chemical feed pump, set at #3. 1gal chlorine Started pump manually solution	Doug to 10 gallons
3-07-89	0720	1540	580400	590500	20.24 GPM 10100	Started pump manually	Doug
3-08-89	0720	1635	590500	600600	10100	Started pump manually	Doug
3-09-89	0735	1555	600600	610850	10250	Started pump manually	Doug
3-10-89	0745	1530	610850	621500	10650	Increased chlorine feed to #4 Started pump manually	Doug

WATER USE & PUMPING INFORMATION (RESIDENTS)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC. INFORMATION	INITIAL
11-29-88	0715	1545	90900	101200	10300	Started pump manually	
11-30-88	0722	1545	101200	111300	10100	Added Chlorine Started pump manually	
12-2-88	0720	1600	111300	121610	10310	Added Chlorine Started pump manually	
12-6-88	0710	1545	121610	132030	10420	Started pump manually	
12-7-88	0720	1605	132030	142780	10750	Added Chlorine Started pump manually	
12-9-88	0715	1630	142780	154200	11220	20.06 hrs Started pump manually	
12-12-88	0725	1540	154200	164250	10080	Added Chlorine Started pump manually	
12-14-88	0710	1540	164250	174590	10340	Started pump manually	
12-16-88	0930	1535	174590	182090	7500	Started pump manually	
12-19-88	0715	1620	182090	192590	10500	Added Chlorine Started pump manually	
12-21-88	0715	1540	192590	202900	10310	Started pump manually	
12-23-88	0730	1600	202900	213300	10400	Added Chlorine Started pump manually	
12-27-88	0715	1635	213300	224940	11640	Started pump manually	
12-30-88	0730	1635	224940	235960	11020	Added Chlorine Started pump manually	
1-2-89	0715	1610	235960	246760	10800	Started pump manually	
1-4-89	0750	1635	246760	258000	11240	Added Chlorine Started pump manually	
1-6-89	0710	1640	258000	269470	11470	Started pump manually	
1-9-89	0720	1450	269470	277500	8030	Added Chlorine Started pump manually	
1-11-89	0715	1655	277500	287900	10400	Started pump manually	
1-13-89	0712	1655	287900	295900	8000	Added Chlorine Started pump manually	
1-16-89	0800	1730	295900	306250	10350	Started pump manually	
1-18-89	0710	1712	306250	317300	11050	Started pump manually	
1-20-89	0750	1455	317300	326450	9150	Added Chlorine Started pump manually	
1-23-89	0715	1647	326450	337900	11450	Started pump manually	
1-25-89	0730	1700	337900	349750	11850	Added Chlorine Started pump manually	

349750
40 11570
1570

15:14590
15:13020
1570

WATER USE & PUMPING INFORMATION (RESIDENTS)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC. INFORMATION	INITIAL
End Survey 10-17		1615 est				Tank full Put in manual	
						Chlorinated [redacted] Tanks	
10-17-88	0710	1540	9822870	9832450	9580	Pumping manually	
						Chlorinated both Tanks	
10-17-88	0710	1545	9832450	9842480	10030	Pumping manually	
						Air 1425 set to Automatic	
10-18-88	0740	1540	9842480	9863700	21220	Tank Half full Pumping manually both Tanks	
						Chlorinated Res. Tank.	
10-20-88	0730		9863700			Pumping Automatic	
10-21-88		0720	[redacted]	9890830	27130	Tank Full Shut Pump off	
10-24-88	0720		9890830			Tank ½ full Added chlorine	
10-25-88		0720	9918220	9918220	27390	Tank full + running over	
10-26-88	0750	1740	9918220	9929420	11200	Tank full Added Chlorine - Started pump Auto	
10-28-88	0730	1530	9929450	9938530	9110		
						Added chlorine	
10-31-88	0740	1540	9938530	9947890	9360	Started pump manually	
11-1-88	0725	1545	9947890	9957590	9700	Started pump manually	
						Added chlorine	
11-3-88	0720	1540	9957590	9967390	9800	Started pump manually	
11-4-88	0750	1800	9967390	9979200	11810	Started pump manually Tank full	
			9979200			Found pumps Running	
11-7-88	0715	[redacted]	0001840		32640	Tank full + running over	
						Added chlorine	
11-8-88	0720	1545	0001840	11570	10730	Started pump manually	
11-10-88	0740	1535	11570	20860	9290	Started pump manually	
						Added chlorine	
11-14-88	0725	1800	20860	32310	11450	Started pump manually	
						Added chlorine	
11-16-88	0725	1540	32310	42130	9820	Started pump manually	
11-17-88	0730	1330	42130	50000	7870	Started pump manually	
						Added Chlorine	
11-21-88	0715	1515	50000	60700	9700	Started pump manually	
11-22-88	0720	1640	60700	70700	10000	Started pump manually	
11-23-88	0730	1540	70700	80600	9900	Started pump manually	
						Added Chlorine.	
11-28-88	0715	1540	80600	90900	10300	Started pump manually	

WATER USE & PUMPING INFORMATION (RESIDENTS)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC. INFORMATION	INITIAL
/06	1000 ~~0700~~		9492760	9503360	10,600	Reset clock-WRONG DAY showing Day 2-7 Lost program.	Lonnie
/07	0700		9503360	9514560	11,200		Lonnie
/08	0700		9514560	9525650	11,090		Lonnie
/9	0700		9525650	9537460	11,810		Lonnie
/10	0700		9537460	9548060	10,600		Lonnie
/11	0700	2000	9548060	9553430	5370	Shut down	Lonnie
/13	0700		9553430	9571630	18,200	Start up ½ tank 14,0 little use	Lonnie
/14	0700		9571630	9584930	13,300		Lonnie
/15	0700		9584930	9596510	11,580		Lonnie
/16	0700	0706	9596510	Did not Pump		set controls to manual	Lonnie
/17	0700		9596510	9614950	18,440	Added 1½ cups KFN (Batch)	Lonnie
/20	0700		9614950		1750		Lonnie
/21	1715		9632700		15590		Greg
/22	0700		9647090		12320	Tank Full Shut off time clock	Dale
/23	0700		9660410			Tank Full Turned Time clock to Manual	Dale
/24	0925	1640	9660410	9672080	11670	Turned pump on	Greg
/25	0725		9684340				Greg
/27	0700		9700360			Tank Full	Greg
/28	1600		9700360			Started Pump	Greg
/29		0955	9719200			Stopped Pump	Dale
5-5	0700		9743400			Tank less than ½ full so I turned on the backup ct water pump	Mike
-	0900				25190	checked tank 0900 gallons -29	Lonnie
-		14:30			9790150	Tank Full added chlorine	
-	700		9790170			Set on Auto.	Greg

1988

WATER USE & PUMPING INFORMATION (RESIDENTS)

DATE	START TIME	STOP TIME	START METER	STOP METER	GALLONS PUMPED	MISC. INFORMATION	INITIAL
8/19	0547	8/20 0720	9294040	9309900	15860		Doug
8/20	1335	1700	9309900	9313460	3560		Doug
8/20	2100	8/21 0700	9313460	9320660	7200		Doug
8/21	1805	8/22 0600	9320660	9330370	9710		Doug
8/22	1950	8/23 0650	9330370	9341900	11530		Doug
8/23	1910	8/24 0650	9341900	9353420	11520		Doug
8/24	1600	8/25 0650	9353420	9364080	10660		Doug
8/25	1530	8/26 0650	9364080	9374910	10830		Doug
8/26	1542	—	9374910	—	—		Doug
8/28	1100	8/29 0730		9408760	33,850		Lonnie
8/29	0730	8/30 0720	9408760	9419170	10,410	REQUIRED SYSTEM. INSTALL TIME CLOCK. POINT "ON TIME CLOCK" SET POINTS	Lonnie
8/30	1200	1527 8/31	9419170	9422350	3180	11:00 AM ON / 9:00 AM OFF / 11:59 AM ON / 9:00 P.M. OFF / delete 08/30/88	Lonnie
Time R. Sequence for Seven day week							
ON	OFF	ON	OFF	ON	OFF		
1 con	3:00 AM			4:00 P.M	6:00 P.M		Lonnie
6:00 AM	8:00 AM	10:00AM	11:59 A.M	7:00 P.M	9:00 P.M	Check water @ 9 AM + 12 NOON	Lonnie
7:00AM	9:00AM	1:00P.M	3:00P.M	10:00P.M	11:59 P.M	RESET TIME CLOCK	Lonnie
8:30	16:00	—	9422350	—	—		—
		0730		9429700	7350	SHUT DOWN SYSTEM - POINT WILL NOT RESTART	Lonnie
	8:30	—	9429700	—	—	START CAP NOT MAKING CONTACT - INSTALL & RESET	Lonnie
							Lonnie
				9441050	11,350		Lonnie
	0800	9/2 0800	9441080	9452110	11,030		Lonnie
			9452110				Lonnie
				9492760	29,310	TANK & TANK DOOR 1/2 FULL	

DATE	TIME STARTED	TIME STOPPED	METER READING	GALLONS PUMPED	INITIALS
7/27/88	0600	2000	9044490 9032410	12080	Doug
7/28/88	0600	1930	9055610 9044490	11120	Doug
7/29/88	0550	2020	9067830 9055610	12220	Doug
7/30/88	0600	2010	9079420 9067830	11590	Doug
7/31/88	0603	2010	9090780 9079420	11360	Doug
8/1/88	0555	2005	9102330 9090780	11560	Doug
8/2/88	0555	2000	9113770 9102330	11440	Doug
8/3/88	0550	2100	9125680 9113770	11910	Doug
8/4/88	0555	2040	9137060 9125680	11380	Doug
8/5/88	0550	2040	9148410 9137060	11350	Doug
8/6/88	0550	2035	9159810 9148410	11400	Doug
8/7/88	0625	2030	9171200 9159810	11390	Doug
8/8/88	0555	2035	9182280 9171200	11080	Doug
8/9/88	0555	2030	9193490 9182280	11210	Doug
8/10/88	0555	2100	9204990 9193490	11500	Doug 9423780 9412350 11370
8/11/88	0550	2055	9216250 9204990	11260	Doug
8/12/88	0545	2040	9227650 9216250	11400	Doug
8/13/88	0550	2100	9238900 9227650	11250	Doug
8/14/88	0550	2100	9250400 9238900	11500	Doug
8/15/88	0550	2200	9261460 9250400	11060	Doug
8/16/88	0547	2115	9272790 9261460	11330	Doug
8/17/88	0550	2100	9283220 9272790	10430	Doug
8/18/88	0550	2045	9294090 9283220	10870	Doug

GREAT SAND DUNES WELL #2
(Res. entries supplim. f well #3)

DATE	TIME STARTED	TIME STOPPED	METER READING	GALLONS PUMPED	INITIALS
06-26-89	0830		1441100	5890	Doug
06-27-89	0900	1710	1453850 1446990	6860	Doug
06-28-89	0750	1800	1465300 1453850	11450	Doug
6-29-89	1130		1465300	22200	Doug
6-30-89	0725	1130	1491900 1487500	4400	Doug
7-01-89	0715	1650	1502550 1491900	Res. 10650	Doug
7-02-89	0715		1502550	Res. 27750	Doug
07-04-89	18½ gal/per/min. 0725	1657	1540900 1530300	Res. 10600	Doug
7-05-89	0740	1706	1551400 1540900	Res. 10500	Doug
07-06-89	0833	1250	1556130 1551400	Pumped to Campg 4730	Doug
07-06-89	1250	1740	1561430 1556130	Pump to Res. Tank 5300	Doug
7-07-89	0745	1200	1566100 1561430	Pumped to Campg 4670	Doug
7-07-89	1200	1715	1571950 1566100	5850	Doug
7-08-89	0750	1122	1575850 1571950	Campground 3900	Doug
7-08-89	1122	1717	1582350 1575850	Res. 6500	Doug
7-09-89	0740	1705	1592700 1582350	Res. 10350	Doug
7-09-89	0745	1455	1600570 1592700	Res. 7870	Doug
7-10-89	1455	1835	1604670 1600570	Campground 4100	Doug
7-12-89	0810	1700	1614350 1604670	Res. 9680	Doug
7-13-89	0740	1650	1624450 1614350	Res 10100	Doug
7-14-89	0725		1636150 1624450	Res. 11700	Doug
7-15-89	0685	1820	1650250 1636150	Res. 14100	Doug
7-16-89	0740		1664100 1650250	Res. 13850	Doug
7-17-89	0755	1735	1674800	Res.	Doug

DATE	TIME STARTED	TIME STOPPED	METER READING	GALLONS PUMPED	INITIALS
07-19-89	1736	07-20-89 0725	1690100 1674800	Campground 15300	Doug
07-21-89	0735	1125	1694300 1690100	Campground 4200	Doug
7-21-89	1125	1700	1700550 1694300	Res. 6250	Doug
07-24-89	0735	1520	1709200 1700550	Campground 8650	Doug
07-27-89	0720	1540	1718450 1709200	Campground 9250	Doug
07-28-89	0720	1530	1727450 1718450	Campground 9000	Doug.
07-30-89	0720	1610	1736150 1727450	Campground 8700	Doug
07-31-89	0725	1530	1745100 1736150	Campground 8950	Doug
08-02-89	0740	1722	1755750 1745100	Campground 10650	Doug
08-04-89	0745		1755750	Campground	Doug
08-14-89		3:00 pm	1763 69		Jay
8-8-89	8:00				
08-17-89	0925	1944	1876350 1865000	Res. 11350	3:30 Doug
08-18-89	0750	1540	1884900 1876350	Res. 8550	Doug
8-19-89	0720	1650	1895350 1884900	Campground 10450	Doug
08-20-89	0800	1810	1906600 1895350	Campground 11250	Doug
08-21-89	0915	1730	1916750 1906600	Res. 10350	Doug
08-22-89	0300		1924450 1916950	Campground 7500	Doug
08-23-89	1730	0650	1934450 1924450	Res. 25550	Doug
08-24-89	0650	1600	1950000 1950000	Campground 10100	Doug
08-25-89	0725	1658	1960500 1950000	Campground 10500	Doug
08-26-89	0720	1540	1970500 1960500	Campground 9950	Doug
08-27-89	0710	1453	1980150 1972500	Campground 7650	Doug

IN THE DISTRICT COURT IN AND FOR
WATER DIVISION NO. 3
STATE OF COLORADO

FILED IN DISTRICT COURT
WATER DIVISION 3, COLORADO
CAROL S. REDDING, CLERK

NOV 24 1981

Case No. 79cw85

IN THE MATTER OF THE APPLICATION OF THE UNITED STATES OF AMERICA FOR WATER RIGHTS IN THE RIO GRANDE RIVER DRAINAGE, IN ALAMOSA COUNTY.	)	APPLICATION FOR CONFIRMATION OF RESERVED UNDERGROUND WATER RIGHTS

1. Name and address of applicant: United States of America, c/o John R. Hill, Jr., Attorney, Department of Justice, Land and Natural Resources Division, 1961 Stout Street, Drawer 3607, Denver, Colorado 80294. Telephone 303/837-2892.

2. The United States of America claims reserved rights in 2 wells totalling 40 gpm, located on reserved lands in the Great Sand Dunes National Monument, in Alamosa County, Colorado, within the watershed of the Rio Grande River. The priority date claimed for both wells is March 17, 1932, the date the land upon which the wells are located was reserved by Proclamation No. 1994, 47 Stat. 2506. Copy attached.

SIXTH PRINCIPAL MERIDAN

Legal description: SE1/4 SE1/4, Section 34, T. 26 S, R. 73 W
Name of well: GRSA Well No. 1
Reg. No.: 16400
Depth: 290 ft. Pump Submersible Artesian No
Amount claimed: 30 gpm absolute
Uses: Domestic, public, and irrigation

Legal description: SE1/4 NE1/4, Section 35, T. 26 S, R. 73 W
Name of well: GRSA Well No. 4
Reg. No.: None
Depth: 250 ft. Pump Submersible Artesian No
Amount claimed: 10 gpm absolute
Uses: Municipal, domestic, and irrigation

5. This application is a partial amendment of the application filed by the United States in Case No. 79CW85.

6. The United States seeks to antedate the adjudication dates of earlier decrees insofar as they, in conjunction with applicable statutes, appear or purport to preclude this court from awarding to the United States its water rights bearing their true priority dates.

Respectfully submitted,

JOSEPH DOLAN
United States Attorney

By _____
JOHN R. HILL, JR., (Reg. #10214)
Attorney, Department of Justice
Land and Natural Resources Division
1961 Stout Street, Drawer 3607
Denver, Colorado 80294 (837-2892)

STATE OF COLORADO)
) ss.
JEFFERSON COUNTY)

WILLIAM L. MEKEEL, being first duly sworn upon oath, deposes and says that he has read the foregoing Application, that he knows the contents thereof, and that the same are true.

William L. Mekeel
WILLIAM L. MEKEEL

Subscribed and sworn to before me this 13th day of November, 1981.

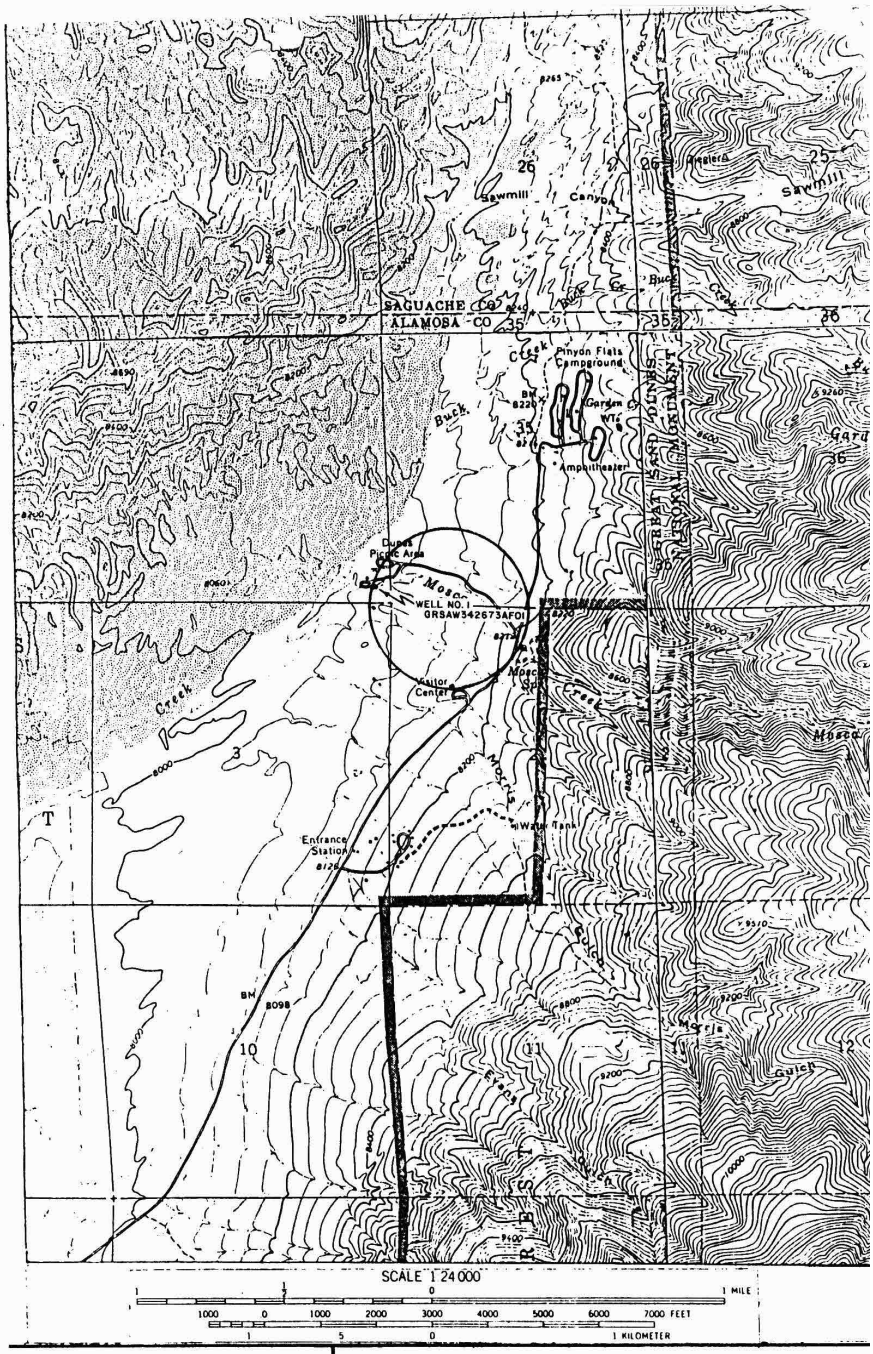
Witness my hand and official seal.

Mary Esther Greenwood
NOTARY PUBLIC

My commission expires: November 11, 1984

My address: 538 South Dudley Street
Lakewood, CO 80226

06-02-1980: topographic map: well no. 1, grsa



UNITED STATES
DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

ROCKY MOUNTAIN REGION
DIVISION OF WATER RESOURCES

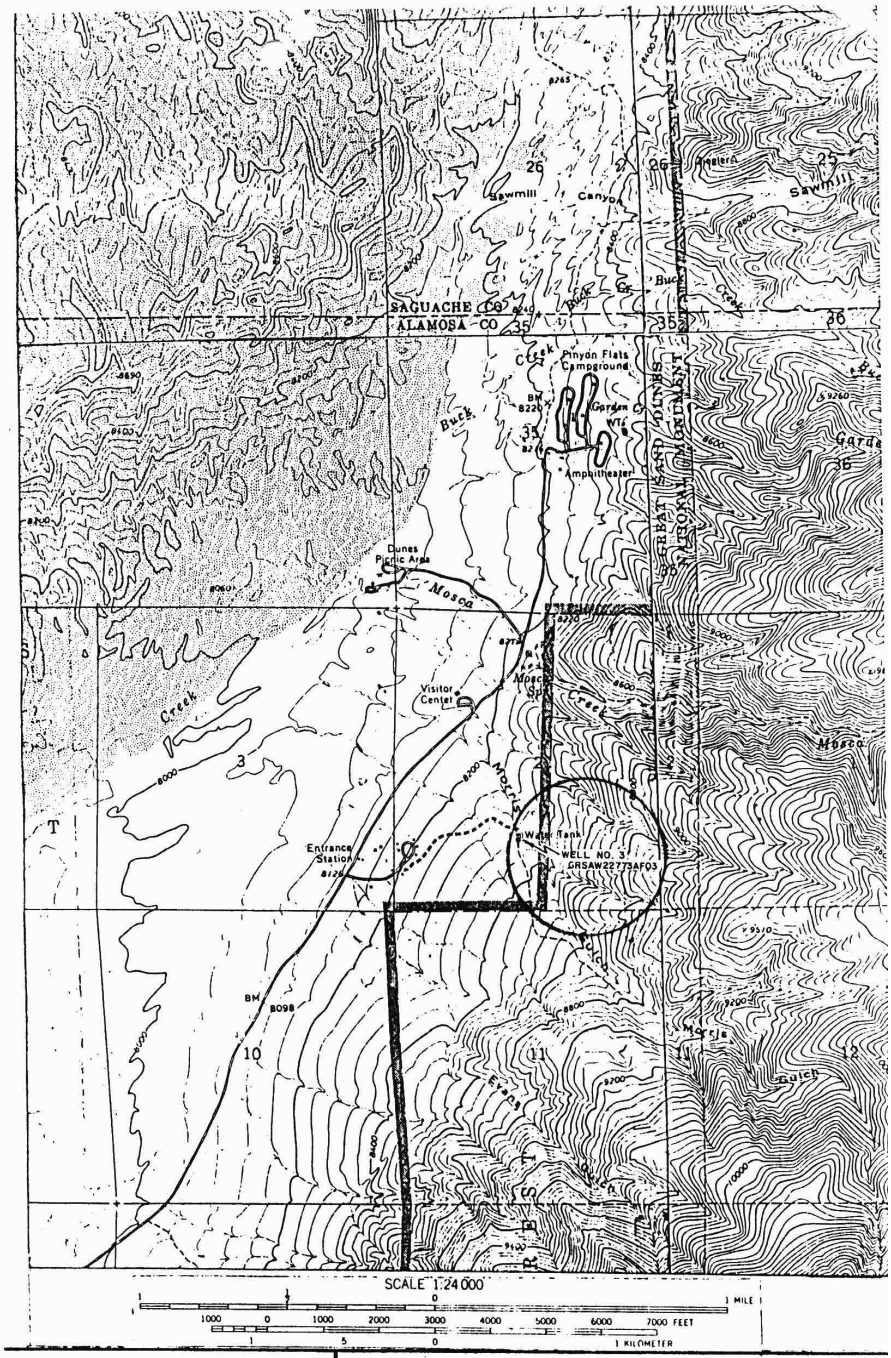
NPS-GRSA-1-80-JUNE2, 1930 WLM

WELL NO. 1
GREAT SAND DUNES NATIONAL MONUM

IN THE DISTRICT COURT IN AND FOR WATER DIVISION 3
STATE OF COLORADO

IN THE MATTER OF THE APPLICATION FOR WATER RIGHTS
BY THE UNITED STATES

06-02-1980: topographic map: well no. 3, grsa



UNITED STATES
DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

ROCKY MOUNTAIN REGION
DIVISION OF WATER RESOURCES

NPS-GRSA-3-80-JUNE 2, 1980 W.L.M.

WELL NO. 3
GREAT SAND DUNES NATIONAL MONUMEI

IN THE DISTRICT COURT IN AND FOR WATER DIVISION 3
STATE OF COLORADO

IN THE MATTER OF THE APPLICATION FOR WATER RIGHTS
BY THE UNITED STATES

well no 3

L54 (RMR)MW

AUG 16 1979

Memorandum

To: Superintendent, Great Sand Dunes National Monument

From: Hydrologist, Rocky Mountain Region

Subject: Well Construction Data

Enclosed are the well drilling materials that I promised. The first well (GRSA-1) was drilled by the water storage tank near the campgrounds. The pump test results indicate that this well should not be pumped at rates above 10 gal/min. for periods longer than 8 hours. The optimum pumping rate is about 8 gal/min. with the pump set at about 235'-240'.

The second well (GRSA-2) was drilled near the water storage tank near the residential area. The pump test results indicate that this well should not be pumped at rates higher than 35 gal/min. The optimum pumping rate is about 20 gal/min. with the pump set at about 350'-360'.

Both wells have higher levels of manganese than recommended by proposed EPA secondary drinking water regulations, which is 50 micrograms/liter (50 ppb). Manganese levels in the first well was 560 micrograms/liter and 70 micrograms/liter in the second well.

Manganese causes discoloration or brown spots in laundered items and imparts a poor taste in drinking water. Also, it causes coatings in pipelines and black precipitates. Manganese can be removed by the same methods used to remove iron.

If I can be of further assistance, please give a call.

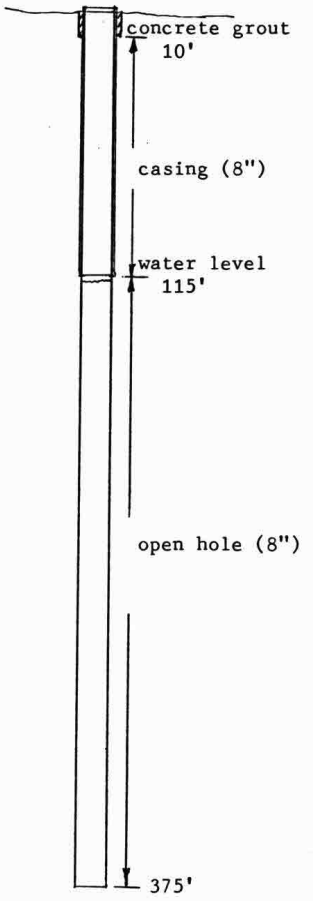
/s/ Ronald E. Hermance

Enclosures

cc:
RMR-MW (Hermance) w/0 enc.

REHermance:ek 8/16/79

GREAT SAND DUNES NATIONAL MONUMENT (GRSA-~~2~~ 3)



Well drilling date:
Started: 6/23/78
Completed: 8/4/78

Location:
State: Colorado
Latitude: 37°43'33"N
Longitude: 105°30'31"W
Township: 27S
Range: 73W
Section: SE¼, SW¼, Sec. 2

Depth:
375'
Casing: 115'
Perforation: None
Open hole 260'
Perforation Size: N/A

Plug: None

Log Data:

Driller:
William Peck

Drilling Method:
Cable tool

Water Level:
117'

WELL SPECIFICATION (as built)

GREAT SAND DUNES NATIONAL MONUMENT

Pumping and Recovery Data from the
New Well drilled during the
Period 6/23/78 to 8/4/78

Field No: GRSA-2
Location: SE¼, SW¼, Sec 2, T27S, R73W, 6th P.M.
near storage tank serving residential area

Pump Test (August 9, 1978)
Pump set at 360 feet below land surface

TIME (Minutes)	DEPTH TO WATER (Feet)	DRAWDOWN (Feet)	DISCHARGE (gpm)	REMARKS
0	117.00	-	-	Started
5	120.00	3.00		
10	120.55	3.55	10.8	
15	121.30	4.30		
20	121.77	4.77		
25	122.10	5.10		
30	122.60	5.60		
35	123.03	6.03		
40	123.60	6.60		
45	124.15	7.15	10.6	
50	124.80	7.80		
55	125.40	8.40		
60	126.45	9.45	23.6	
70	130.90	13.90		
80	133.21	16.21		
90	135.54	18.54	23.1	
95	-	-		
100	137.44	20.44		
112	140.00	23.00	24.1	
125	142.50	25.50		
130	-	-	25.8	
135	145.00	28.00		
147	147.50	30.50		
162	150.00	33.00	25.0	
179	152.50	35.50		
198	155.00	38.00		
217	157.50	40.50		Temp. 51° F.
238	160.00	43.00		
259	162.50	45.50	25.2	
279	165.00	48.00		
300	167.50	50.50		Sampled
325	170.00	53.00	24.4	
349	172.50	55.50		Pump shut off
(5 hrs and 49 min.)			22.3 average for period	

Well No: GRSA-2
Recovery Test (August 9, 1978)

TIME SINCE PUMP WAS SHUT OFF (Minutes)	DEPTH TO WATER (Feet)	RESIDUAL DRAWDOWN (Feet)	REMARKS
0	172.50	55.50	Pump shut off
1	170.00	53.00	
6	167.50	50.50	
21	165.00	48.00	
31	163.78	46.78	
116	157.90	40.90	Pump removed
125	157.50	40.50	from well
138	157.00	40.00	
152	156.50	39.50	
167 (2 hours and 47 minutes)	156.00	39.00	

Well No: GRSA-2
Pump Test Interpretation

The specific capacity was about 0.40 gal/min. per foot of drawdown after pumping for 349 minutes (5 hours and 49 minutes). The specific capacity data serves only as an indicator of the capability of the aquifer and does not include other necessary data required to make accurate determinations of specific yield. Therefore, the data should be used only for approximating drawdown at pumping rates above 25 gal/min.

Test results indicate that the well should produce 25 to 30 gal/min. for 8 hour periods. The well should not be pumped at rates higher than 35 gal/min.

TED STATES DEPARTMENT OF T[illegible]ERIOR
GEOLOGICAL SURVEY
CENTRAL LABORATORY, DENVER, COLORADO

WATER QUALITY ANALYSIS
LAB ID # 251098 RECORD # 54500

SAMPLE LOCATION: GREAT SAND DUNES N.M. GRSA 2
STATION ID: 374333105303100 LAT.LONG.SEQ.: 374333 1053031 00
DATE OF COLLECTION: BEGIN--780809 END-- TIME--1420
STATE CODE: 08 COUNTY CODE: PROJECT IDENTIFICATION: 460800300
DATA TYPE: 2 SOURCE: GROUND WATER GEOLOGIC UNIT:
COMMENTS:
MAILING ADDRESS: N.P.S., P.O. BOX 25287

ALK.TOT (AS CACO3)	MG/L	210	PH LAB		7.9
ANALYZING AGENCY		80020	PHOS ORTHO DIS AS P	DETR.	DELETED
BICARBONATE	MG/L	250	PHOSPHORUS DIS AS P	MG/L	0.00
CALCIUM DISS	MG/L	72	POTASSIUM DISS	MG/L	1.5
CHLORIDE DISS	MG/L	5.3	RESIDUE DIS CALC SUM	MG/L	275
FLUORIDE DISS	MG/L	0.8	RESIDUE DIS TON/AFT		0.37
HARDNESS NONCARB	MG/L	15	SAR		0.4
HARDNESS TOTAL	MG/L	220	SILICA DISSOLVED	MG/L	16
IRON DISSOLVED	UG/L	50	SODIUM DISS	MG/L	13
MAGNESIUM DISS	MG/L	9.8	SODIUM PERCENT		11
MANGANESE DISSOLVED	UG/L	270	SP. CONDUCTANCE LAB		455
NO2+NO3 AS N DISS	MG/L	0.46	SULFATE DISS	MG/L	31

CATIONS	(MG/L)	(MEQ/L)	ANIONS	(MG/L)	(MEQ/L)
CALCIUM DISS	72	3.593	BICARBONATE	250	4.098
MAGNESIUM DISS	9.8	0.807	CHLORIDE DISS	5.3	0.150
POTASSIUM DISS	1.5	0.039	FLUORIDE DISS	0.8	0.043
SODIUM DISS	13	0.566	SULFATE DISS	31	0.646
			NO2+NO3 AS N D	0.46	0.033
	TOTAL	5.003		TOTAL	4.967

PERCENT DIFFERENCE = 0.36

06-13-1978: memorandum to regional director, rocky mountain region from superintendent, grsa regarding information received fr

#3

Rocky Mountain Regional Office

JUN 14 '78

United States Department of the Interior

NATIONAL PARK SERVICE
Great Sand Dunes National Monument
P.O. Box 60
Alamosa, Colorado 81101

IN REPLY REFER TO:
L54

June 13, 1978

Regional Director	
Deputy Reg. Director	
Administration	
Park Operations	mw
Plan & Resource Pres.	
Denver Archeo. Off.	
Executive Assistant	
Communications & P.A.	
CEO	
Action Taken	

Memorandum

To: Regional Director, Rocky Mountain Region

Attention: Chief, Water Resources, Rocky Mountain Region

From: Superintendent, Great Sand Dunes National Monument

Subject: Information Received from Colorado State Division of Water Resources

The attached information was received from the Colorado State Division of Water Resources. You may want to respond to their concerns.

Dennis K. Huffman

Enclosure

06-14-1978: stamp of receipt

RECEIVED
JUN 14 9 28 AM '78
NATIONAL PARK SERVICE
DENVER, COLORADO

RICHARD D. LAMM
Governor

C.J. KUIPER
State Engineer

DIVISION OF WATER RESOURCES

Department of Natural Resources
1313 Sherman Street - Room 818
Denver, Colorado 80203
Administration (303) 839-3581
Ground Water (303) 839-3587

May 24, 1978

RECEIVED
NPS - GRSA
MAY 31 '78

	DATE	INIT.
SUPT.		
A. O.		
C. R.		
C. I.		
M. F.		
S. O.		
EEO.		
CC:	Ron Hermance (RMRO,	
FILE		

U. S. Department of Interior
National Park Service
Great Sand Dunes Natl. Monument
Alamosa, CO 81101

RE: Applications for replacement well permits.

Gentlemen:

Enclosed please find the subject applications which are being returned to you for additional information and clarification. The statements in Item No. 9 of both applications do not correspond to locations as we have described in our files for the existing wells and for the locations proposed for the subject replacement wells. Item No. 4 of the applications must indicate a Colorado licensed well driller will construct the wells.

The proposed location of Well No. 4331-F (6117163) indicates that the well is to be located approximately 5,530 feet northeast of the old well. Our records indicate that the existing structure is located in the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 26, Township 27 South, Range 73 West of the 6th P.M. The distance and direction from the old well should be approximately 5,530 feet southeast. Please verify.

Well No. 16400-R(1-25-62) is proposed to be located in the $SE\frac{1}{4}$ of the $SW\frac{1}{4}$, Section 2, Township 27 South, Range 73 West of the 6th P.M., at distances of 1,260 feet from the south section line and 530 feet from the east section line. This places the well outside of the boundaries of the Sand Dunes and we question its location. Item No. 9 indicates that the well will be approximately 2,370 feet east of the old well. The old well, according to our records, is located in the $SW\frac{1}{4}$ of the $SE\frac{1}{4}$, Section 34, Township 26 South, Range 73 West of the 6th P.M. This places the distance and direction of the new well approximately 6,500 feet southeast of the old well. We would ask that you please verify this location.

Finally, in Item 13 of the applications, we must have the signature of someone authorized as agent of the National Park Service.

If you have any additional questions concerning this matter, please contact Mr. Richard Bell of this office.

Very truly yours,

Fred M. Loo

Fred M. Loo
Water Resources Engineer
Ground Water Section

FML/RAB:ew
Encls.

cc: Division 3

RECEIVED
NPS - GRSA
MAY 31 '78

	DATE	INIT.
SUPT.		
A. O.		
C. R.		
C. I.		
M. F.		
S. O.		
EEO.		
FILE		

00-00-0000: permit application form: a permit to use ground water and construct a well, and a replacement for no. 04331-f(611711

PERMIT APPLICATION FORM

Application must be complete where applicable. Type or print in BLACK INK. No overstrikes or erasures unless initialed.

FOR: (x) A PERMIT TO USE GROUND WATER
(x) A PERMIT TO CONSTRUCT A WELL
( ) A PERMIT TO INSTALL A PUMP
(x) REPLACEMENT FOR NO. 04331-F(6117163)
( ) OTHER _____
WATER COURT CASE NO. _____

RECEIVED 91
440526
JUN 10 '72
WATER RESOURCES
STATE EN
COLO.

(1) APPLICANT - mailing address
U.S. Department of the Interior
NAME National Park Service
STREET Great Sand Dunes National Monument
CITY Alamosa (State) Colorado (Zip) 81101
TELEPHONE NO. (303) 378-2312

(2) LOCATION OF PROPOSED WELL
Pinyon Flats
County Alamosa
SE ¼ of the NE ¼, Section 35
Twp. 26 S (N.S), Rng. 73 W (E.W), 6th P.M.

(3) WATER USE AND WELL DATA

Proposed maximum pumping rate (gpm) 30 GPM
Average annual amount of ground water to be appropriated (acre-feet): 6 Acre Feet
Number of acres to be irrigated: _____
Proposed total depth (feet): 250
Aquifer ground water is to be obtained from:
_____
Owner's well designation GRSA 352673BF04

GROUND WATER TO BE USED FOR:

( ) HOUSEHOLD USE ONLY - no irrigation (0)
( ) DOMESTIC (1)
( ) LIVESTOCK (2)
( ) COMMERCIAL (4)
( ) INDUSTRIAL (5)
( ) IRRIGATION (6)
(X) MUNICIPAL (8)
( ) OTHER (9) _____
DETAIL THE USE ON BACK IN (11)

(4) DRILLER
Name _____
Street _____
City _____ (State) (Zip)
Telephone No. _____ Lic. No. _____

FOR OFFICE USE ONLY: DO NOT WRITE IN THIS COLUMN

Receipt No. _____ / _____
Basin _____ Dist. _____

CONDITIONS OF APPROVAL

This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.

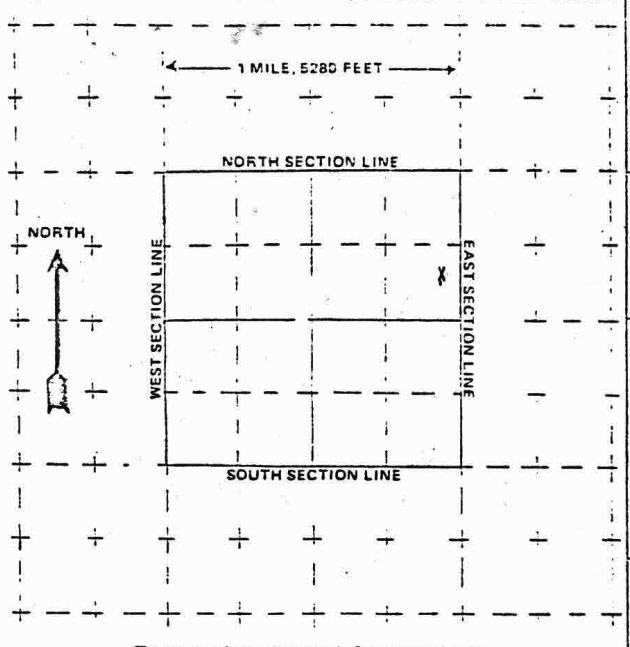
APPLICATION APPROVED

PERMIT NUMBER _____
DATE ISSUED _____
EXPIRATION DATE _____

_____
(STATE ENGINEER)

BY _____

Use the CENTER SECTION (1 section, 640 acres) for the well location.



The scale of the diagram is 2 inches = 1 mile
Each small square represents 40 acres.

WATER EQUIVALENTS TABLE (Rounded Figures)
An acre-foot covers 1 acre of land 1 foot deep
1 cubic foot per second (cfs) . . . 449 gallons per minute (gpm)
A family of 5 will require approximately 1 acre-foot of water per year
1 acre-foot . . . 43,560 cubic feet . . . 325,900 gallons.
1,000 gpm pumped continuously for one day produces 4.42 acre-feet.

3170 ft. from South (north or south) sec. line

480 ft. from East (east or west) sec. line

LOT _____ BLOCK _____ FILING # _____

SUBDIVISION _____

(7) TRACT ON WHICH WELL WILL BE LOCATED Owner. _____

No. of acres _____. Will this be the only well on this tract? _____

(8) PROPOSED CASING PROGRAM

Plain Casing

8 in. from 0 ft. to 220 ft.

_____ in. from _____ ft. to _____ ft.

Perforated casing

8 in. from 220 ft. to 250 ft.

_____ in. from _____ ft. to _____ ft.

(9) FOR REPLACEMENT WELLS give distance and direction from old well and plans for plugging it:

The new well will be drilled approximately 5530 feet northeast (SE) of the old well. The well will be capped with a metal cap in case well is needed for a standby water system

(10) LAND ON WHICH GROUND WATER WILL BE USED:

Owner(s): _____ No. of acres: _____

Legal description: _____

(11) DETAILED DESCRIPTION of the use of ground water: Household use and domestic wells must indicate type of disposal system to be used This water will be used in public campgrounds for culinary and sanitation purposes. Disposal by septic tank.

(12) OTHER WATER RIGHTS used on this land, including wells. Give Registration and Water Court Case Numbers.

Type or right	Used for (purpose)	Description of land on which used
Groundwater (16400)	Domestic	SE¼, SW¼, S 2, T27S, R73W, 6th P.M.

(13) THE APPLICANT(S) STATE(S) THAT THE INFORMATION SET FORTH HEREON IS TRUE TO THE BEST OF HIS KNOWLEDGE.

SIGNATURE OF APPLICANT(S)

00-00-0000: permit application form: a permit to use ground water, construct a well, install a pump, and a replacement for no. 164

PERMIT APPLICATION FORM

Application must be complete where applicable. Type or print in BLACK INK. No overstrikes or erasures unless initialed.

FOR: (x) A PERMIT TO USE GROUND WATER
(x) A PERMIT TO CONSTRUCT A WELL
(x) A PERMIT TO INSTALL A PUMP
(x) REPLACEMENT FOR NO. 16400 (1-25-62)
( ) OTHER _____
WATER COURT CASE NO. _____

RECEIVED Aug 26 1978 9:1
WATER RESOURCES STATE ENGINEER COLO.

(1) APPLICANT - mailing address

NAME U.S. Department of the Interior
National Park Service
STREET Great Sand Dunes National Monument
CITY Alamosa Colorado 81101
(State) (Zip)
TELEPHONE NO. _____

FOR OFFICE USE ONLY: DO NOT WRITE IN THIS COLUMN

RECEIVED NPS - GRSA
MAY 31 '78

Receipt No. _____
Basin _____ Dist. _____

CONDITIONS OF APPROVAL

This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.

	DATE	INIT.
SURV.		
C.O.		
ENG.		
EE.O.		
FILE		

(2) LOCATION OF PROPOSED WELL

County Alamosa
SE ¼ of the SW ¼, Section 2
Twp. 27 S (N.S), Rng. 73 W (E.W), 6th P.M.

(3) WATER USE AND WELL DATA

Proposed maximum pumping rate (gpm) 30
Average annual amount of ground water to be appropriated (acre-feet): 10
Number of acres to be irrigated: ½ acre lawns
Proposed total depth (feet): 250
Aquifer ground water is to be obtained from: _____
Owner's well designation GRSA 22773BF03

GROUND WATER TO BE USED FOR:

( ) HOUSEHOLD USE ONLY - no irrigation (0)
( ) DOMESTIC (1)
( ) LIVESTOCK (2)
( ) COMMERCIAL (4)
( ) INDUSTRIAL (5)
( ) IRRIGATION (6)
(x) MUNICIPAL (8)
( ) OTHER (9) _____
DETAIL THE USE ON BACK IN (11)

(4) DRILLER

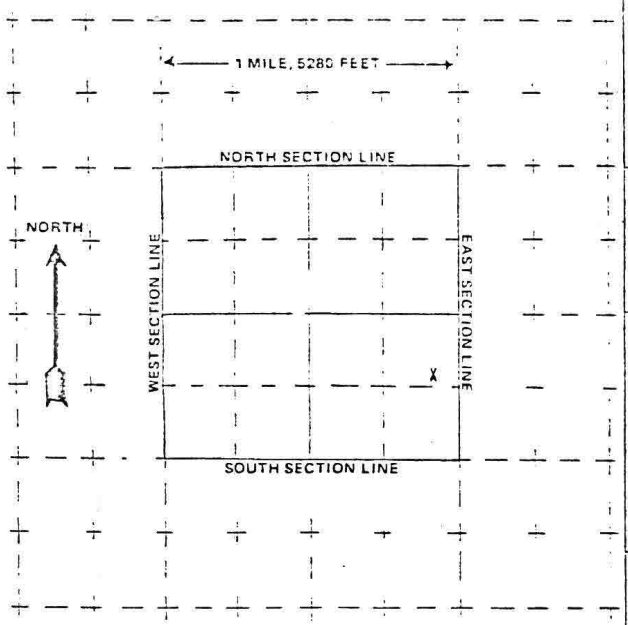
Name _____
Street _____
City _____ (State) (Zip)
Telephone No. _____ Lic. No. _____

APPLICATION APPROVED

PERMIT NUMBER _____
DATE ISSUED _____
EXPIRATION DATE _____

(STATE ENGINEER)
BY _____

Use the CENTER SECTION (1 section, 640 acres) for the well location



The scale of the diagram is 2 inches = 1 mile
Each small square represents 40 acres.

WATER EQUIVALENTS TABLE (Rounded Figures)
An acre-foot covers 1 acre of land 1 foot deep
1 cubic foot per second (cfs) . . . 449 gallons per minute (gpm)
A family of 5 will require approximately 1 acre-foot of water per year
1 acre-foot . . . 43,560 cubic feet . . . 325,900 gallons
1,000 gpm pumped continuously for one day produces 4.42 acre-feet

1260 ft. from South (north or south) sec. line
~~530~~ 2,160 ft. from ~~East~~ West (east or west) sec. line

LOT _____ BLOCK _____ FILING # _____

SUBDIVISION _____

(7) TRACT ON WHICH WELL WILL BE LOCATED Owner Natl. Park Service

No. of acres _____. Will this be the only well on this tract? _____

(8) PROPOSED CASING PROGRAM

Plain Casing

8 in. from 0 ft. to 220 ft.

_____ in. from _____ ft. to _____ ft.

Perforated casing

8 in. from 220 ft. to 250 ft.

_____ in. from _____ ft. to _____ ft.

(9) FOR REPLACEMENT WELLS give distance and direction from old well and plans for plugging it: The new well will be drilled approximately 2370 feet east of the old well. The well will be capped with a metal cap in case the well is needed for a standby water syste

6500 SE

(10) LAND ON WHICH GROUND WATER WILL BE USED:

Owner(s): _____ No. of acres: _____

Legal description: _____

(11) DETAILED DESCRIPTION of the use of ground water: Household use and domestic wells must indicate type of disposal system to be used This water will be used for public use, visitor center, and domestic use for Park Service employee quarters. Disposal by septic tank.

(12) OTHER WATER RIGHTS used on this land, including wells. Give Registration and Water Court Case Numbers.

Type or right	Used for (purpose)	Description of land on which used
Groundwater 04331-F	Domestic	SE¼, NE¼, S35, T26S, R73W, 6th P.M.

(13) THE APPLICANT(S) STATE(S) THAT THE INFORMATION SET FORTH HEREON IS TRUE TO THE BEST OF HIS KNOWLEDGE.

SIGNATURE OF APPLICANT(S)

CX-1200-8-B047

May 22, 1978

The Well Supply Company
Box 417
Boulder, Utah 84716

Dear Mr. Peck,

Enclosed is your approved copy of contract no. CX-1200-8-B047 for Drilling two test water wells in accordance with specifications at Great Sand Dunes National Monument, Colorado.

Pursuant to Clause I of the General Provisions, Ronald Hermance, Hydrologist, Rocky Mountain Regional Office, is designated the Contracting Officer's authorized representative for general administrative supervision and with the responsibility for approval of payment estimates. Approval of changes in the work that will result in adjustments in costs to the Government and/or in contract time, is reserved for the Contracting Officer.

Work to be completed no later than 90 days after receipt of award.

Please retain your copy of the contract until completion of the contract. If you require further information, please contact me at (303) 234-2792.

William W. Slemmer, Jr.
Regional Purchasing Agent

✓cc: RMR-MW

L54 (RMR)MW

MAY 8 1978

Colorado Division of Water Resources
818 Centenial Building
1313 Sherman Street
Denver, Colorado 80203

Gentlemen:

Enclosed are two applications for permits to construct replacement wells at Great Sand Dunes National Monument. Our purchase order number PX-1200-8-0613 is also enclosed in the amount of $50 to cover the $25 permit fee for each well. Upon completion of the applications please send an invoice reflecting the purchase order to affect payment.

The United States of America through the National Park Service is applying to the Office of the Colorado State Engineer for these applications only as a voluntary compliance with state law. The application is not, nor should it be construed as, acknowledgment of any right or power of the Colorado State Engineer to limit or in any manner affect the right of the United States to fully develop and utilize surface or underground water resources located on its property. Additionally, the application is not, nor should it be construed as, waiver of any of the Reserved rights of the United States

We are presently advertising for bids to drill the wells, consequently, we do not know who the driller will be but we will notify your office as soon as a driller is selected.

Sincerely,

/s/ Lee Wolfe /ek
for Kenneth R. Ashley
Associate Regional Director
Park Operations

Enclosures

cc:
RMR-MW, w/enc.

WLMekeel:ek 5/3/78

05-04-1978: purchase order: requisition no. mekeel/rmr/mw, order no. 1200-8-0613

FORM 10-131
(APRIL 1964)

PURCHASE ORDER

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Rocky Mountain Regional Office
655 Parfet St., Box 25287
Denver, CO 80225
(ISSUING OFFICE)

REQUISITION NO.: Mekeel/RMR/MW
THIS NUMBER MUST APPEAR ON ALL PACKAGES AND PAPERS RELATING TO THIS ORDER
DATE OF ORDER: 5/4/78
ORDER NO.: PX-1200-8-0613
ACCOUNTING CLASSIFICATION: 1272-0003-417 (2600) N

VENDOR'S NAME AND ADDRESS:
Colorado Division of Water Resources
818 Centenial Building
1313 Sherman Street
Denver, CO 80202

SHIP TO: (Consignee and Address)
Attn: Division of Water Resources
National Park Service
Rocky Mountain Regional Office
655 Parfet St., Box 25287
Denver, CO 80225

CONTRACT NO.	DISCOUNT TERMS	SHIP VIA
Open Market	Net 30 days	Best Way

DELIVERY: F.O.B.	TIME FOR DELIVERY	GOVT. B/L NO.
SHIPPING POINT Destination	ASAP	

ITEM NO.	ARTICLES OR SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT
	"Confirmation Order Do Not Duplicate" Permit fee for two (2) well permits at Great Sand Dunes National Monument	2		25.00	$ 50.00

This purchase order was cancelled on 9/17/80 because the State of Colorado never cashed it.

THE ARTICLES OR SERVICES LISTED WERE RECEIVED ON _____ (DATE) AND ACCEPTED ON _____ (DATE)		TOTAL $ 50.00
RECEIVING REPORT NO: _____	SIGNATURE: Etcel Gause	
SIGNATURE: _____	NAME AND TITLE: Etcel (Henry) Gause Regional Purchasing Agent	
	2A. RECEIVING REPORT	

00-00-0000: colorado division of water resources: permit application form to use ground water, construct a well, and a replacemen

WRJ-5-Rev. 7c

COLORADO DIVISION OF WATER RESOURCES

818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203

PERMIT APPLICATION FORM

Application must be complete where applicable. Type or print in BLACK INK. No overstrikes or erasures unless initialed.

FOR: (x) A PERMIT TO USE GROUND WATER
(x) A PERMIT TO CONSTRUCT A WELL
( ) A PERMIT TO INSTALL A PUMP

(x) REPLACEMENT FOR NO. 04331-F(6117163)
( ) OTHER _____
WATER COURT CASE NO. _____

(1) APPLICANT - mailing address

NAME U.S. Department of the Interior
National Park Service

STREET Great Sand Dunes National Monument

CITY Alamosa (State) Colorado (Zip) 81101

TELEPHONE NO. (303) 378-2312

(2) LOCATION OF PROPOSED WELL

Pinyon Flats

County Alamosa

SE ¼ of the NE ¼, Section 35

Twp. 26 S (N.S), Rng. 73 W (E.W), 6th P.M.

(3) WATER USE AND WELL DATA

Proposed maximum pumping rate (gpm) 30 GPM

Average annual amount of ground water to be appropriated (acre-feet): 6 Acre Feet

Number of acres to be irrigated: _____

Proposed total depth (feet): 250

Aquifer ground water is to be obtained from:

_____

Owner's well designation GRSA 352673BF04

GROUND WATER TO BE USED FOR:

( ) HOUSEHOLD USE ONLY - no irrigation (0)
( ) DOMESTIC (1)
( ) LIVESTOCK (2)
( ) COMMERCIAL (4)
( ) INDUSTRIAL (5)
( ) IRRIGATION (6)
(X) MUNICIPAL (8)
( ) OTHER (9) _____

DETAIL THE USE ON BACK IN (11)

(4) DRILLER

Name _____

Street _____

City _____ (State) (Zip)

Telephone No. _____ Lic. No. _____

FOR OFFICE USE ONLY: DO NOT WRITE IN THIS COLUM

Receipt No. _____ / _____

Basin _____ Dist. _____

CONDITIONS OF APPROVAL

This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.

APPLICATION APPROVED

PERMIT NUMBER _____

DATE ISSUED _____

EXPIRATION DATE _____

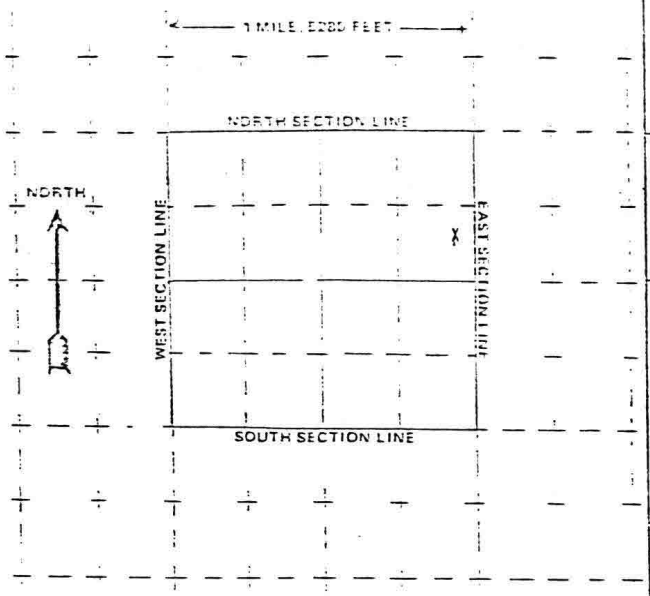
_____
(STATE ENGINEER)

BY _____

I.D _____ COUNTY _____

00-00-0000: colorado division of water resources: permit application form to use ground water, construct a well, and a replacemen

(5) THE LOCATION OF THE PROPOSED WELL and the area on which the well must be located must be staked out by the Division of Water Resources. Use the CENTER SECTION (1 section, 640 acres) for the well location.



The scale of the diagram is 2 inches = 1 mile
Each small square represents 40 acres

WATER EQUIVALENTS TABLE (Rounded Figures)
An acre-foot covers 1 acre of land 1 foot deep
1 cubic foot per second (cfs) . . 449 gallons per minute (gpm)
A family of 5 will require approximately 1 acre-foot of water per year
1 acre-foot . . 43,560 cubic feet . . 325,900 gallons
1,000 gpm pumped continuously for one day produces 4.42 acre-feet

(6) THE WELL MUST BE LOCATED BELOW (to nearest 10 feet from section lines)

3170 ft. from South (north or south) sec. line

480 ft. from East (east or west) sec. line

LOT _____ BLOCK _____ FILING # _____

SUBDIVISION _____

(7) TRACT ON WHICH WELL WILL BE LOCATED Owner _____

No. of acres _____. Will this be the only well on this tract? _____

(8) PROPOSED CASING PROGRAM

Plain Casing

8 in. from 0 ft. to 220 ft.

_____ in. from _____ ft. to _____ ft.

Perforated casing

8 in. from 220 ft. to 250 ft.

_____ in. from _____ ft. to _____ ft.

(9) FOR REPLACEMENT WELLS give distance and direction from old well and plans for plugging it:

The new well will be drilled approximately 5530 feet northeast of the old well. The well will be capped with a metal cap in case well is needed for a standby water system

(10) LAND ON WHICH GROUND WATER WILL BE USED:

Owner(s): _____ No. of acres: _____

Legal description: _____

(11) DETAILED DESCRIPTION of the use of ground water: Household use and domestic wells must indicate type of disposal system to be used This water will be used in public campgrounds for culinary and sanitation purposes. Disposal by septic tank.

(12) OTHER WATER RIGHTS used on this land, including wells Give Registration and Water Court Case Numbers.

Type of right	Used for (purpose)	Description of land on which used
Groundwater (16400)	Domestic	SE¼, SW¼, S 2, T27S, R73W, 6th P.M.

(13) THE APPLICANT(S) STATE(S) THAT THE INFORMATION SET FORTH HEREON IS TRUE TO THE BEST OF HIS KNOWLEDGE.

_____

SIGNATURE OF APPLICANT(S)

Use additional sheets of paper if more space is required

00-00-0000: colorado division of water resources: permit application form to use ground water, construct a well, install a pump, an

COLORADO DIVISION OF WATER RESOURCES
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203

PERMIT APPLICATION FORM

Application must be complete where applicable. Type or print in BLACK INK. No overstrikes or erasures unless initialed.

FOR: (x) A PERMIT TO USE GROUND WATER
(x) A PERMIT TO CONSTRUCT A WELL
(x) A PERMIT TO INSTALL A PUMP
(x) REPLACEMENT FOR ND 16400 (1-25-62)
( ) OTHER _____
WATER COURT CASE NO. _____

(1) APPLICANT - mailing address

NAME U.S. Department of the Interior
National Park Service
STREET Great Sand Dunes National Monument
CITY Alamosa (State) Colorado (Zip) 81101
TELEPHONE NO _____

(2) LOCATION OF PROPOSED WELL

County Alamosa
SE ¼ of the SW ¼, Section 2
Twp. 27 (N S) S, Rng. 73 (E W) W, 6th P.M.

(3) WATER USE AND WELL DATA

Proposed maximum pumping rate (gpm) 30
Average annual amount of ground water to be appropriated (acre-feet): 10
Number of acres to be irrigated: ½ acre lawns
Proposed total depth (feet): 250
Aquifer ground water is to be obtained from:
_____
Owner's well designation GRSA 22773BF03

GROUND WATER TO BE USED FOR:

( ) HOUSEHOLD USE ONLY - no irrigation (0)
( ) DOMESTIC (1)
( ) LIVESTOCK (2)
( ) COMMERCIAL (4)
( ) INDUSTRIAL (5)
( ) IRRIGATION (6)
(X) MUNICIPAL (8)
( ) OTHER (9) _____
DETAIL THE USE ON BACK IN (11)

(4) DRILLER

Name _____
Street _____
City _____ (State) (Zip)
Telephone No _____ Lic. No. _____

FOR OFFICE USE ONLY: DO NOT WRITE IN THIS COLUMN

Receipt No _____ / _____
Basin _____ Dist. _____

CONDITIONS OF APPROVAL

This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.

APPLICATION APPROVED

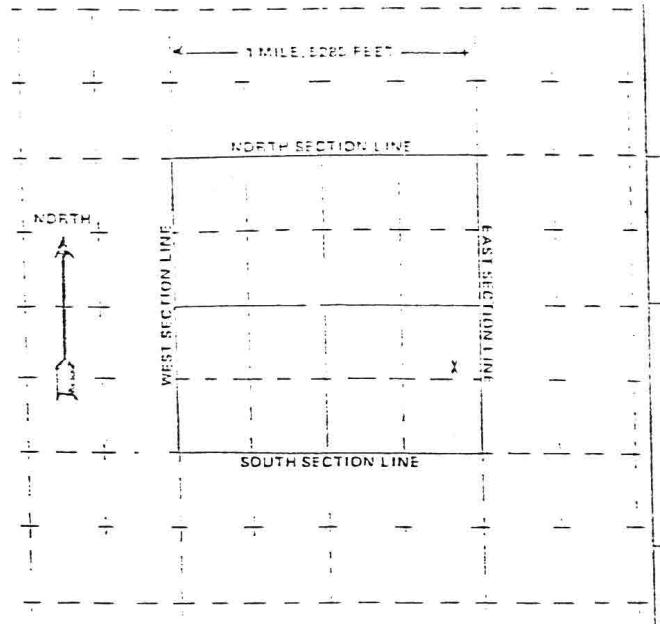
PERMIT NUMBER _____
DATE ISSUED _____
EXPIRATION DATE _____

_____
(STATE ENGINEER)

BY _____
ID _____ COUNTY _____

00-00-0000: colorado division of water resources: permit application form to use ground water, construct a well, install a pump, an

(5) THE LOCATION OF THE PROPOSED WELL and the site on which the water is to be put to beneficial use shall be described by reference to a U.S. Government Survey corner. Use the CENTER SECTION (1 section, 640 acres) for the well location.



The scale of the diagram is 2 inches = 1 mile
Each small square represents 40 acres

WATER EQUIVALENTS TABLE (Rounded Figures)
An acre-foot covers 1 acre of land 1 foot deep
1 cubic foot per second (cfs) = 449 gallons per minute (gpm)
A family of 5 will require approximately 1 acre-foot of water per year
1 acre-foot = 43,560 cubic feet = 325,900 gallons
1,000 gpm pumped continuously for one day produces 4.42 acre feet

(6) THE WELL MUST BE LOCATED BELOW
(In Section 640 acre Section only)

1260 ft. from South (North or South) Section line
530 ft. from East (East or West) Section line
LOT _____ BLOCK _____ FILING # _____
SUBDIVISION _____

(7) TRACT ON WHICH WELL WILL BE LOCATED Owner: Natl. Park Service
No. of acres _____ . Will this be the only well on this tract? _____

(8) PROPOSED CASING PROGRAM
Plain Casing
8 in. from 0 ft. to 220 ft.
_____ in. from _____ ft. to _____ ft.
Perforated casing
8 in. from 220 ft. to 250 ft.
_____ in. from _____ ft. to _____ ft.

(9) FOR REPLACEMENT WELLS give distance and direction from old well and plans for plugging it: The new well will be drilled approximately 2370 feet east of the old well. The well will be capped with a metal cap in case the well is needed for a standby water syste

(10) LAND ON WHICH GROUND WATER WILL BE USED:
Owner(s): _____ No. of acres: _____
Legal description: _____

(11) DETAILED DESCRIPTION of the use of ground water: Household use and domestic wells must indicate type of disposal system to be used. This water will be used for public use, visitor center, and domestic use for Park Service employee quarters. Disposal by septic tank.

(12) OTHER WATER RIGHTS used on this land, including wells. Give Registration and Water Court Case Numbers.

Type of right	Used for (purpose)	Description of land on which used
Groundwater 04331-F	Domestic	SE¼, NE¼, S35, T26S, R73W, 6th P.M.

(13) THE APPLICANT(S) STATE(S) THAT THE INFORMATION SET FORTH HEREON IS TRUE TO THE BEST OF HIS KNOWLEDGE.

_____
SIGNATURE OF APPLICANT(S)

Use additional sheets of paper if more space is required

STANDARD FORM 33, NOV. 1969
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

SOLICITATION, OFFER, AND AWARD

3. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1. RATING:

4. PAGE 1 OF 29

1. CONTRACT (*Proc. Inst. Ident.*) NO.: CX-1200-8-B047

2. SOLICITATION NO.: IFB 1440-78-19
☐ ADVERTISED (IFB) ☐ NEGOTIATED (RFP)

5. DATE ISSUED: April 28, 78

6. REQUISITION/PURCHASE REQUEST NO.:

7. ISSUED BY: Contracting Officer CODE:
National Park Service
Rocky Mountain Regional Office - AC
P.O. Box 25287
Denver, Colorado 80225

8. ADDRESS OFFER TO (*If other than Block 7*):

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services described in the Schedule will be received at the place specified in block 8, OR IF HAND-CARRIED, IN THE DEPOSITARY LOCATED IN Contracting Office, 655 Parfet St. 2nd Flr until 2:00pm, local prevailing time May 16,1978 (*Time, Zone, and Date*). If this is an advertised solicitation, offers will be publicly opened at that time. CAUTION—LATE OFFERS. See par. 8 of Solicitation Instructions and Conditions.

All offers are subject to the following:
1. The attached Solicitation Instructions and Conditions, SF 33-A.
2. The General Provisions, SF 32 4/75 edition, which is attached or incorporated herein by reference.
3. The Schedule included below and/or attached hereto.
4. Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference. (Attachments are listed in the Schedule.)

FOR INFORMATION CALL (*Name and Telephone No.*) (*No collect calls.*):
303-234-2792 Bill Slemmer or Harvey Davies

SCHEDULE

10. ITEM NO.	11. SUPPLIES/SERVICES	12. QUANTITY	13. UNIT	14. UNIT PRICE	15. AMOUNT
	Drill two test water wells in accordance with the attached specifications and Bid Schedule, at Great Sand Dunes National Monument, Colo., no later than 90 days after receipt of Award.	Total of Items 1-7 on the attached Bid Schedule			$13080.00
	Discount periods of less than 20 days will not be considered in the evaluation of bids.				

OFFER (*NOTE: Reverse Must Also Be Fully Completed By Offeror*)

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

16. DISCOUNT FOR PROMPT PAYMENT (*See Par. 9 on SF 33-A*)
_____ % 10 CALENDAR DAYS; _____ % 20 CALENDAR DAYS; Net % 30 CALENDAR DAYS; _____ % _____ CALENDAR DAYS.

17. OFFEROR NAME & ADDRESS (*Street, city, county, state, & ZIP Code*): The Well Supply Co. Box 412, Boulder, Ut. 84716
CODE: FACILITY CODE:
Area Code and Telephone No.: 801-335-7241
☐ Check If Remittance Address Is Different From Above - Enter Such Address In Schedule.

18. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (*Type or Print*): Wm. H. Peck

19. SIGNATURE: Wm H Peck

20. OFFER DATE: May 4,78

AWARD (*To Be Completed By Government*)

21. ACCEPTED AS TO ITEMS NUMBERED: Items 1-7

22. AMOUNT: $12,340.00

23. ACCOUNTING AND APPROPRIATION DATA: 1272-0003-417 (2500) N

24. SUBMIT INVOICES (*4 copies unless otherwise specified*) TO ADDRESS SHOWN IN BLOCK _____

25. NEGOTIATED PURSUANT TO ☐ 10 U.S.C. 2304(a)( ) ☐ 41 U.S.C. 252(c)( )

26. ADMINISTERED BY (*If other than block 7*) CODE:
SAME

27. PAYMENT WILL BE MADE BY CODE:
National Park Service
Rocky Mountain Regional Office RMR-AF
655 Parfet Street P.O. Box 25287
Denver, Colorado 80225

28. NAME OF CONTRACTING OFFICER (*Type or Print*): WILLIAM W. SLEMMER, JR.

29. UNITED STATES OF AMERICA BY: William W. Slemmer (*Signature of Contracting Officer*)

30. AWARD DATE: 5/22/78

33-128

Award will be made on this form, or on Standard Form 26, or by other official written notice.

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

The Offeror represents and certifies as part of his offer that: *(Check or complete all applicable boxes or blocks.)*

1. SMALL BUSINESS *(See par. 14 on SF 33–A.)*
He ☐ is, ☐ is not, a small business concern. If offeror is a small business concern and is not the manufacturer of the supplies offered, he also represents that all supplies to be furnished hereunder ☐ will, ☐ will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

2. REGULAR DEALER—MANUFACTURER *(Applicable only to supply contracts exceeding $10,000.)*
He is a ☐ regular dealer in, ☐ manufacturer of, the supplies offered.

3. CONTINGENT FEE *(See par. 15 on SF 33–A.)*
(a) He ☐ has, ☐ has not, employed or retained any company or person *(other than a full-time, bona fide employee working solely for the offeror)* to solicit or secure this contract, and (b) he ☐ has, ☐ has not, paid or agreed to pay any company or person *(other than a full-time bona fide employee working solely for the offeror)* any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer. *(For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 1–1.5.)*

4. TYPE OF BUSINESS ORGANIZATION
He operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a corporation, incorporated under the laws of the State of _____

5. AFFILIATION AND IDENTIFYING DATA *(Applicable only to advertised solicitations.)*
Each offeror shall complete (a) and (b) if applicable, and (c) below:
(a) He ☐ is, ☐ is not, owned or controlled by a parent company. *(See par. 16 on SF 33–A.)*
(b) If the offeror is owned or controlled by a parent company, he shall enter in the blocks below the name and main office address of the parent company:

Name of Parent company and main office address _____

(include ZIP Code) _____

(c) Employer's identification number *(See par. 17 on SF 33–A.)* _____ *(Offeror's E.I. No.)* _____ *(Parent Company's E.I. No.)*

6. EQUAL OPPORTUNITY
He ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause herein or the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114; that he ☐ has, ☐ has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. *(The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)*

7. BUY AMERICAN CERTIFICATE
The offeror hereby certifies that each end product, except the end products listed below, is a domestic source end product (as defined in the *clause* entitled "Buy American Act"); and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS	COUNTRY OF ORIGIN

8. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION *(See par. 18 on SF 33–A.)*
(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
(b) Each person signing this offer certifies that:
(1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above; or
(2) (i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

9. CERTIFICATION OF NONSEGREGATED FACILITIES
(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause.)
By the submission of this bid, the bidder, offeror, applicant, 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. He certifies further 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 bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; 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 certifications of nonsegregated facilities.
A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). *NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.*

ACKNOWLEDGMENT OF AMENDMENTS	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
The offeror acknowledges receipt of amendments to the Solicitation for Offers and related documents numbered and dated as follows:				

NOTE.—Offers must set forth full, accurate, and complete information as required by this Solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

ATTACHMENT STANDARD FORM 33, SOLICITATION, OFFER, AND AWARD

(1) Block 9, page 1, of Standard Form 33 is hereby amended by deleting the present provision of item 1... "The attached solicitation instructions and conditions, SF 33A," and substituting the following provisions... "Solicitation instructions and conditions, SF 33A edition, which is attached or incorporated herein by reference."

(2) Add as item 10 of the Representations, Certifications and Acknowledgments, part 2, SF 33 the following clause:

10. Minority Business Enterprise. (F.P.R. 1-16.101)

He ( ) is, (X) is not, a minority business enterprise. A minority business enterprise is defined as a "Business, at least 50 percent of which is owned by minority group members or, in case of publicity owned business, at least 51 percent of the stock of which is owned by minority group members." For the purpose of this definition, minority group members are Negroes, Spanish speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American-Aleuts.

(3) Add as item 11 of the Representations, Certifications and Acknowledgments, part 2, SF 33 the following clause:

11. Handicapped (F.P.R. 1-12.1303)

The offeror certifies with respect to the Employment of the Handicapped clause as follows:

1. He ( ) has, (X) has not previously been awarded a contract which included the clause. (If affirmative, execute 2.)

2. The time specified for contract performance ( ) exceeded 90 days, ( ) did not exceed 90 days. (If more than 90 days, execute 3).

3. The amount of the contract was ( ) less than $500,000, ( ) more than $500,000, and he ( ) has, ( ) has not published his program for the employment of the handicapped. (If more than $50,000, execute 4.)

4. He has ( ), has not ( ) submitted the required annual report to the Assistant Secretary of Labor for Employment Standards.

5. He ( ) has, ( ) has not made a good faith effort to effectuate and carry out his affirmative action program.

6. He will not award subcontracts to persons or concerns that have not published programs and submitted annual reports as required by the clause.

CONTRACT BID SCHEDULE

DRILLING AND DEVELOPING TWO (2) WATER WELLS AT GREAT SAND DUNES NATIONAL MONUMENT IN ALAMOSA, COLORADO.

(BIDDER PLEASE NOTE: Before preparing the Proposal, read carefully "Invitation for Bids", "Instructions to Bidders", and instructions at the end of this Contract Bid Schedule.)

The bidder shall insert a bid price in this Contract Bid Schedule opposite each item for which a quantity appears. A bid price is not to be entered for any element except those shown below.

In case of discrepancy between words and figures, the words shall prevail; in case of discrepancy between unit prices and totals, the unit price shall prevail.

CONTRACT BID SCHEDULE

Bids will be considered on the following schedule. No bid will be considered for a part of the schedule.

ITEM NO.	ESTIMATED QUANTITY	ITEM WITH UNIT BID PRICE (WRITTEN IN WORDS)	UNIT PRICE (IN FIGURES)	AMOUNT BID
1.	500 (250' each well)	Lineal feet of bore to accommodate an 8 inch. O.D. maximum size, casing, surface to bottom of hole, at _____ _____ _____ dollars per lin. ft.	$_____	$_____
2.	500 (250' each well)	Lineal feet furnishing and installing 8 inch O.D. black steel casing, at___ _____ _____ dollars per lin. ft.	_____	_____
3.	60 (30' each well)	Lineal feet, furnishing and installing 8 inch. O.D. perforated black steel casing, at _____ _____ _____ dollars per lin. ft.	_____	_____

CONTRACT BID SCHEDUL_ (Cont'd)

ITEM NO.	ESTIMATED QUANTITY	ITEM WITH UNIT BID PRICE (WRITTEN IN WORDS)	UNIT PRICE (IN FIGURES)	AMOUNT BID
4.	16 (8 hours each well)	Hours, developing well, at_____ _____ dollars per hour	$_____	$_____
5.	48 (24 hours each well)	Hours, pumping test for yield, at_____ _____ dollars per hour	_____	_____
6.	20 (10' each well)	Lineal Ft., reaming hole to a diameter 6 inch. larger then the casing diameter & placing concrete seal around casing, surface to 10 feet, at _____ _____ dollars per lin. ft.	_____	_____
7.	1	Each, Moving equipment from site to site, at_____ _____ dollars per each	_____	_____
		TOTAL COST (Items 1 thru 7)		$_____

Payment to the Contractor will be made on the basis of actual quantities of work performed. See Clause entitled "Changes and Altered Quantitites" of the Special Provisions.

It is the intention of the Government that the work shown on the Contract Bid Schedule be performed by one Contractor, Therefore, award will not be on the basis of the low bid for individual items but on the basis of the low bid for all items accepted.

The quantities shown above shall be used for the purposes of canvassing the bids and awarding the work. However, award will be made in accordance with Clause 10(c) of the Instructions to Bidders, Standard Form 22.

The Government expressly reserves the right to reject any bid in which the facts as to limitations of equipment and experience, in the opinion of the Contracting Officer, would jeopardize completion of the work as specified.

SPECIAL PROVISIONS

S.P.-1. PROPOSED WORK. The Contractor shall furnish all labor and materials, power and equipment, and perform all work required for the drilling, logging and pump testing of water test-wells to be located within Great Sand Dunes National Monument in the State of Colorado. The Contractor shall be a licensed well driller as required by the State of Colorado and shall comply with all laws of the State of Colorado pertaining to water well drilling. All developing, testing, and installation of casing shall be done in the presence of the Contracting Officer or his representative.

The work consists of drilling, casing, and pump-testing water test-wells located in two (2) different areas within Great Sand Dunes National Monument. The depth of drilling is estimated to vary from one hundred fifty (150) to two hundred fifty (250) feet for each well to be drilled at the two locations, with an aggregate estimated at five hundred (500) lineal feet of bore. The Contractor shall install an 8-inch casing into each well, having perforations as specified, to permit pump-testing and determination of the potential water supply available at each test well site.

The location of each test well shall be designated by the Contracting Officer, but the general location of each, as shown on the attached map, is within the areas of: (1) Pinyon Flats Campground - one well 250' feet deep; and (2) Morris Gulch - one well 250' feet deep.

This information is intended to assist the Contractor in preparing his bid. The Government does not guarantee the accuracy, and the Contractor shall satisfy himself regarding all local conditions affecting his work. Neither the information contained herein nor that derived in any manner from the Government, its agents or employees, except as otherwise provided herein, shall act to relieve the Contractor from any responsibility hereunder or from fullfilling any and all of the terms of the contract.

S.P.-2. CONTRACT DRAWINGS. There are no contract drawings connected with this contract.

S.P.-3. CHANGES AND ALTERED QUANTITIES. Payment to the Contractor will be made on the basis of actual quantities of work performed; however, in accordance with the clause entitled "Changes" of "General Provisions", Form 23A, the Contracting officer may make changes in the plans and specifications if within the general scope of the work as awarded. Changes within the general scope of the work are understood to mean changes which are deemed necessary to adjust to field conditions or size of project, or which are otherwise considered necessary or expedient. If the change (or changes) does not result in an

increase or decrease of more than 25% of the original total contract amount, no adjustment in contract unit prices will be made. If the change (or changes) results in an increase or decrease of more than 25% of the original total contract amount, then upon demand of either party an equitable adjustment shall be made of the unit price or unit prices representing the item or items causing the main increase or decrease; in case of an increase, any adjustment in payment shall apply only to the related quantities of work performed in excess of the stated percentage; in the event of a decrease, any adjustment in payment shall apply to the quantity or quantities of work actually performed.

S.P.-4. PROTECTION OF SITE. The Contractor shall protect all structures, trees, shrubbery, etc., during the progress of his work; he shall remove from the site all cuttings, drillings, debris and unused materials; and shall, upon completion of the work, restore the site as nearly as possible to its original condition. Water pumped from the well shall be conducted to a place where it will be possible to dispose of it without erosion or other damage to property or the creation of a nuisance.

S.P.-5. TYPE OF WELL AND DETAILS. Each well shall be of a single casing type, and drilled to the estimated depths as shown under subsection (1) Drilling. The exact depth of each well shall be as determined and directed by the Contracting Officer.

(a) DRILLING. The Contractor may, at his own discretion, do the drilling either by the cable tool or rotary drill method. If a rotary drill is used, a standard commercial mud shall be used, or as recommended by the Drill Manufacturer. The estimated depths of drilling in each of the areas are as follows:

(1) Pinyon Flats Campground - one well 250 feet

(2) Morris Gulch - one well 250 feet

The drilling of the wells shall be accomplished in order of priority as directed by the Contracting Officer.

(b) BORE. The well shall be drilled a minimum of eight (8) inches in diameter and shall be of such alignment and plumbness as specified in section S.P.-8, (c). The Contracting Officer shall have the option of abandoning the well upon completion of the bore without further payment to the Contractor for work not accomplished or materials not installed, if in his judgment a suitable water supply cannot be obtained.

S.P.-6. MATERIALS.

(a) Casing. Casing shall be constructed of 8-inch (I.D.) black steel pipe not less than .322 inch thick, weighing not less than 28.55 pounds per lineal foot. Joints may be either welded or standard threads and couplings, at the discretion of the Contractor. A standard 8-inch casing drive shoe shall be fitted and welded on the lower end of the casing. The casing shall extend not less than eighteen (18) inches above the ground, or as directed by the Contracting Officer.

(b) Perforation. The casing in each well shall be perforated near its lower end in accordance with specifications set forth below.

Beginning three (3) feet from the lower end of the casing, perforations shall be provided in thirty (30) lineal feet of the casing. The perforations shall be either a punched perforation (3/4" diameter), or slots burned with an acetylene torch evenly and uniformly spaced on the surface of the casing. Total perforation openings shall be equivalent to 7.20 sq. in. (minimum) per lineal foot of casing. Burned slots shall be uniform in dimension (1/4 inch x 2-1/4 inches), having eight (8) slots evenly spaced in each circumferential row and the rows spaced on 8-inch centers along the axis of the casing. The slots in any circumferential row shall be shifted in circumference position to align with the mid-point between the slots in each adjacent row. After burning, each slot shall be swage with a bar 1/4" x 2-1/4" to assure a full opening and remove any loose slag from the inside of the opening.

(c) All materials specified shall be new and free from objectionable defects. However, if in the opinion of the Contracting Officer, any of the wells seem to be deficient of a satisfactory supply of water, or that it would be to the best interest of the Government, the Contractor, upon written order from the Contracting Officer, may pull the casing from such well and reuse it in another of the wells to be drilled under this contract.

S.P.-7. WORKMANSHIP. All work performed shall be done in a careful and workmanlike manner.

(a) Welding. In event the Contractor elects to use welded joints, all sections of casing shall be welded in such a procedure that will avoid excessive distortion of alignment and will meet the alignment requirements. All welding shall be in accordance with applicable provisions of the American Welding Society Specifications for "PIPE LINES."

(b) Grouting. Upon acceptance of a well by the Contracting Officer, the upper ten (10) feet of the bore of such well shall be reamed to not less than fourteen (14) inches in diameter and the casing shall be centered in this section and secured into this

position to main true alignment and then grouted. Grout shall consist of one-part Portland Cement and three-parts of sand mixed with sufficient water to produce a workable mix, and of sufficient quantity to completely fill the void between the 8-inch casing and the boundary of the 14-inch bore. Spacers used to secure the casing in alignment shall be of a durable material and shall be clean and suitable as concrete aggregate. The grout shall be allowed to set for three (3) days before any work may be done which would disturb it or cause it to crack.

S.P.-8. DEVELOPING AND TESTING.

(a) Developing. The Contractor shall develop, clean and pump each well by such methods as may be approved by the Contracting Officer. The Contractor shall furnish all necessary pumps, compressors, plungers, or other needed equipment to develop the well to give the maximum yield of water per foot of drawdown and to extract from the water bearing formation the maximum practical quantity of water as may be pumped under maximum conditions of drawdown. At conclusion of the development, the well shall be cleared of all accumulations of mud, sand or sediment to the full depth of the well. All equipment and material furnished and installed by the Contractor for developing the well shall remain his property and shall be removed by him upon completion of the work.

(b) Logging of Well. The Contractor shall keep an accurate daily log and record of the well, of all materials passed through and the depths at which changes in the formations occur. Samples of the materials found in each stratum shall be taken at intervals of not more than ten (10) feet and preserved in receptacles to be furnished by the Contractor. The samples shall be plainly marked, showing the well identification and the depth below the ground surface from which the sample was obtained. The log of the well shall show all material penetrated and full descriptive notes made of everything found by the drill and of all difficulties or unusual conditions met in the drilling. All water bearing strata shall be described in special details as to whether the material is loose, compact, its color, whether the particles are angular (sharp) or rounded (worn). The presence of clay or shale must be noted. Upon completion of the well, the log shall be prepared in quadruplicate, signed by the Contractor and delivered to the Contracting Officer for approval.

(c) Plumbness and Alignment Test. The plumbness of the upper 100 feet of casing shall not vary from the vertical in excess of two-thirds (2/3) of the inside diameter of the casing being tested. The alignment shall be tested by lowering into the well, to a depth determined by the Contracting Officer (lowest anticipated pump setting), a section of pipe forty (40) feet long, the outer diameter of which is not more than one-half (1/2) inch smaller than the inside diameter of that part of the casing or bore being tested. Should the pipe fail to move freely through the length of the casing or hole to the depth required by the Contracting Officer, or should the plumbness vary from

the vertical in excess of the above stated limitations, the Contractor shall at his own expense, make such corrections as necessary to meet the above requirements of plumbness and alignment. Should the Contractor fail to correct such faulty alignment and plumbness, the Contracting Officer may refuse to accept the well or make payment therefor.

(d) Text Pump and Equipment. The Contractor shall furnish, install, and operate necessary pumping equipment capable of pumping from the well a maximum of 30 gpm, under an operating head of 150 feet. Throttling devices shall be furnished so that the discharge may be reduced to zero gpm. The pumping unit shall be complete with prime mover of ample power, controls and appurtenances and shall be capable of being operated without interruption for a period of twenty-four (24) hours. The Contractor shall furnish all necessary discharge piping for the pumping unit, which shall be of sufficient size and length to conduct the water being pumped to the point of final discharge as directed by the Contracting Officer. He shall also furnish, install and operate equipment of approved size and type for measuring the flow of water, such equipment to be a weir box, orifice or water meter. To measure the elevation of the water level in the well during pump-testing operations, an air line, complete with gauge, hand pump and check valve shall be provided. Unless otherwise directed, the air line shall be securely fastened to the pumping unit, and shall terminate approximately at the maximum desired pumping level, but in no case shall terminate within two (2) feet of the end of the suction pipe. All equipment and material furnished and installed by the Contractor for the pumping test shall remain his property, and shall be removed by him upon completion of the work.

(e) Duration of Pumping Test. Except as otherwise provided, the Contractor shall furnish all labor, motive power, lubricating oil, and other necessary materials, equipment, labor and supplies required and shall operate the pumping unit as hereinafter described. Accidental interruptions may, if so agreed upon between the Contractor and the Contracting Officer, be compensated for by correspondingly extending the time of the completion of the test run. After completion of the final test, the Contractor shall remove by bailing, sand pumping or other methods, any sand, stones, or other foreign material that may become deposited in the well. The time stated for the duration of the various tests is a minimum only and the Government reserves the right to extend such periods of test, or to make additional tests.

(f) Variable Supply or Step Test. The Contractor shall operate the pumping equipment at various increments of discharge as determined by the Contracting Officer. The pump shall be operated at each increment of discharge, until the water surface remains within limits of two (2) per cent of the drawdown effected by the increment of discharge, for a twenty (20) minute period of time. The discharge shall be increased by increments until further increases will

pump the well dry or until a maximum of 30 gpm is produced. The Contractor shall then pump continuously for a period of six (6) hours at a maximum rate which causes no further drawdown of the water level. The Contractor shall make certain that the water level remains stationary during this pumping period. At the end of this test, the well shall be allowed to fully recover its static water level and the Contractor shall record the water level every five (5) minutes during this period of recovery, until the water surface has risen to within five (5) feet of the original or starting level.

(g) Desired Yield. Upon completion of the above test, and at the discretion of the Contracting Officer, the Contractor shall determine the gallons per minute delivered at fifty (50) per cent of the maximum drawdown at maximum yield or the point where no foreign material is pumped, whichever is the lesser. He shall then operate his pump, delivering water at this rate, for a period of not less than twenty-four (24) hours after the pumping level reaches stability. The Contractor shall make certain that the water level remains stationary during this pumping period.

(h) Pumping Test Data. Drawdown reading and discharge rates for the "Maximum Yield Test" shall be taken every five (5) minutes until the maximum drawdown for such increment of discharge has been reached and held for a period to be determined by the Contracting Officer. At the end of this test, recovery levels of the water surface shall be measured every five (5) minutes until the water surface has risen to within five (5) feet of the original or starting level. Drawdown readings and discharge rates for the "Desired Yield Test" shall be taken every five (5) minutes. All data shall be carefully recorded and a written report, containing all data shall be delivered to the Contracting Officer in quadruplicate.

S.P.-9. PROTECTING WATER SUPPLY. The Contractor shall take such precautions as are necessary or as may be required to permanently prevent contaminated water or water having undesirable physical or chemical characteristics, from entering, through the opening made by the Contractor in drilling the well, the stratum from which the well is to draw its supply. He shall also take all necessary precautions during the construction period to prevent contaminated water, gasoline, etc., from entering the well either through the opening or by seepage through the ground surface.

S.P.-10. CORRECTIVE WORK. In the event the well becomes contaminated or that water having undesirable physical or chemical characteristics, does enter the well due to the neglect of the Contractor, he shall, at his own expense, perform such work or supply such casings, seals, sterilizing agents or other material as may be necessary to eliminate the contamination or shut off the flow of undesirable water.

S.P.-11. TEMPORARY CAPPING. All the times during the progress of the work, the Contractor shall protect the well in such manner as to effectively prevent either tampering with the well or the entrance of

foreign matter into it. Upon its completion, he shall provide and set a substantial screwed, flanged or welded cap satisfactory to the Contracting Officer at a distance not less than one (1) foot or more than three (3) feet above the normal ground surface, on each well that is left cased as directed by the Contracting Officer.

S.P.-12. DISINFECTION. After the well has been completely constructed, it shall be thoroughly cleaned of all foreign substances, tools, timbers, rope, debris, 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 shall then be disinfected with a chlorine solution.

The chlorine solution used for disinfecting the well shall be of such volume and strength and shall be so applied that a concentration of at least 50 ppm. of chlorine shall be obtained in all parts of the well.

Chlorine solutions shall be prepared and applied in accordance with the directions and to the satisfaction of the Contracting Officer, and shall remain in the well for a period of at least two (2) hours. At the end of which period, the residual shall be checked again.

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 washed with a chlorinated compound as directed by the Contracting Officer.

S.P.-13 ABANDONMENT OF BORE OF WELL. If a satisfactory water supply is not found within a reasonable distance of the estimated depth and, the Contracting Officer directs the Contractor to abandon drilling operations, the Contractor shall fill the abandoned hole with native sand and gravel, after removal of the casing.

If, for any reason, other than at the direction of the Contracting Officer, the Contractor should abandon drilling operations at any one location in favor of drilling in another location or should fail to complete the well to the depth specified or to such lesser depth as ordered by the Contracting Officer, the Contractor shall, if requested and as directed, fill the abandoned hole with native sand and gravel at no cost to the Government and shall not receive compensation for drilling operations performed at that site.

S.P.-14. MEASUREMENT AND PAYMENT.

(a) Estimated Quantitites. Estimated quantitites contained in these specifications are given for the purpose of indicating the approximate magnitude of the work and for serving as an equitable basis for award of a contract. Payments will be based on the actual quantity of work required and performed at the unit prices bid.

(b) Drilling of Bore. Under this item, the Contractor shall be paid for drilling an eight (8) inch bore from the ground surface to the estimated depth of each well or as directed by the Contracting Officer, including mobilization and demobilization of all equipment, capping the top of each completed well, clearing site, furnishing written reports in quadruplicate, daily logs, taking samples of drill cutting, and miscellaneous work and materials called for in the specifications but not set up as separate pay items. The unit of payment will be linear feet of bore between the ground surface and the bottom of the bore. Measurement of depths shall be made by the Contractor using steel line and in the presence of the Contracting Officer or his representative.

(c) Casing. Under this item the Contractor shall be paid for furnishing and placing of 8-inch (I.D.) casing in each well that is not ordered abandoned by the Contracting Officer. The unit of payment will be per linear feet of casing placed and grouted. In well that are drilled and the casing is placed to permit pump testing the water supply, and subsequently the Contracting Officer orders the casing be pulled and the well abandoned, the Contractor shall be paid for the placement, and the pulling of the casing. The unit of payment for placement and pulling shall be per linear foot of casing removed from such well.

(d) Developing Well. Under this item the Contractor shall be paid a lump sum for furnishing all necessary material, equipment and labor for the development of the well as specified.

(e) Pumping Test. Under this item, the Contractor shall be paid for making the required pumping tests, including tests for yield and drawdown, and report. Test shall be made with equipment previously described herein and for such periods as directed by the Contracting Officer. The unit of payment will be the number of hours the pump is in operation and deductions shall be made for all breakdowns or stops or for such tests as are not made in complete accordance with specifications. No payment will be made hereunder for tests made by the Contractor for his own information or for pumping to develop the well.

(f) Filling of Abandoned Bore. Under this item, the Contractor shall be paid for filling an abandoned bore when the Government determines that such a location is not suitable to its needs. The unit of payment will be the linear feet of bore filled, measured between the bottom of the bore and the ground surface.

BID SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE (IN FIGURES)	AMOUNT BID
1.	500 (250' each well)	FT	Lineal feet of bore to accommodate an 8 inch O.D. maximum size, casing, surface to bottom of hole.	$ 12.00/Ft. 20/ft.	$ 6000.00
2.	500 (250' each well) .322 Alternate - .277	FT Wall Wall	Lineal feet furnishing and installing 8 inch O.D. black steel casing.	$ 8.50/FT. 7.00/FT	$ 4250.00 $ 3500.00
3.	60 (30' each well)	FT	Lineal feet, furnishing and installing 6 inch O.D. perforated black steel casing.	$ 1.00/FT.	$ 60.00
4.	16 (8 hours each well)	HR	Hours, developing well	$ 30/hr	$ 480.00
5.	48 (24 hours each well)	HR	Hours, pumping test for yield.	$ 1000.00 ea Flat Rate	$ 2000.00
6.	20 (10' each well)	FT	Lineal Ft., reaming hole to a diameter & placing concrete seal around casing, surface to 10 feet.	$ 100.00 ea	$ 200.00
7.	1	LS	Each, Moving equipment from site to site.	$ 100.00	$ 100.00
			TOTAL COST (Items 1 through 7)		$ 13090.00

NOTE: Insert total cost also on page 1 (Solicitation, Offer, and Award - Standard Form 33) and return this sheet with your bid.

Form 10-275b
(Dec. 1975)

U. S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

REPRESENTATIONS BY BIDDERS PURSUANT TO THE "BUY-AMERICAN" ACT
(See Clause No. 14 of the General Provisions, Standard Form 32)

1. If the bidder represents that the articles, materials, and supplies he proposes to furnish, other than those specifically exempt from the requirement of the Buy American Act as listed on the back of this form, are domestic source end products as defined in Clause 14 of the General Provisions, he shall check the box at the end of this paragraph . . . . . ☐

2. If the bidder represents that the articles, materials, and supplies he proposes to furnish are NOT domestic source end products as defined in Clause 14 of the General Provisions, he shall check the box at the end of this paragraph . . . . . ☐

ALL BIDDERS MUST CHECK THE BOX AT THE END OF EITHER PARAGRAPH 1 OR 2 ABOVE

3. A bidder who checks paragraph 1 above, but who proposes to furnish domestic source end products containing components of foreign origin, the cost of which exceeds 5% of the bid price, shall furnish in the spaces below a complete list of components of foreign origin in sufficient detail to clearly identify each.

COMPONENTS OF FOREIGN ORIGIN

COMPONENT	POINT OF ORIGIN

(Continue listing on separate sheet, if necessary)

The bidder represents that the total cost of the above components of foreign origin, including applicable duty and transportation costs, constitutes ____% of the cost of all components to be incorporated in the end products being furnished. The bidder agrees to furnish, for the exclusive use of the Government, such additional information as the contracting officer may request in order to verify the foregoing in evaluating the bid.

4. The bidder agrees that no components of foreign origin, other than those listed above and those specifically exempt, will be incorporated in the end products being furnished without written approval of the contracting officer.

INFORMATION REGARDING BUY AMERICAN ACT

It has been determined that the following commodities are not mined, produced, or manufactured in the United States in sufficient an reasonably available commercial quantities and of a satisfactory quality; therefore, purchase of such commodities may be made without regard to the provisions of the Buy American Act (41 U.S.C. 10a-d).

Acetylene black
Asbestos, amosite
Bananas
Beef extract
Bismuth
Books, pamphlets, newspapers, magazines, periodicals, printed briefs, and films which are not printed in the United States and for which domestic editions are not available
Brazil nuts, unroasted
Cadmium, ores and flue dust
Calcium cyanamide
Capers
Cashew nuts
Chicle
Chrome ore or chromite
Cinchona bark
Cobalt, in cathodes, rondelles, or other primary forms
Cocoa beans
Coconut and coconut meat, unsweetened, in shredded, desiccated, or similarly prepared form
Coffee, raw or green bean
Cork, wood or bark and waste
Diamonds, industrial, stones
Emetine, bulk
Ergot, crude
Fair linen, altar
Fibers of the following types: Abace, agave, coir, jute, and palmyra
Goat and kid skins
Graphite, natural
Hog bristles for brushes
Hyoscine, bulk
Ipecac, root
Menthol, natural bulk
Mica
Nickel primary, in ingots, pigs, shot, cathodes, or similar forms; nickel oxide and nickel salts
Nitroguanidine (also known as picrite)
Olive oil
Olives (green), pitted or stuffed or bulk
Opium, crude
Petroleum, crude oil; unfinished oils and finished products
Platinum and platinum group metals refined, as sponge, powder, ingots, or cast bars
Pyrethrum flowers
Quartz crystals

Quebracho
Quinidine
Radium salts
Rubber, crude and latex
Rutile
Sperm oil
Spices and herbs in bulk
Sugars, raw
Swords
Talc, block steatite
Tapioca flour and cassava
Tartar, crude; tartaric acid and cream of tartar in bulk
Tea in bulk
Tin in bars, blocks and pigs
Vanilla beans
Venom, cobra
Wax, carnauba
Woods of the following species: Angelique, balsa, ekki, greenheart, lignum vitae, mahogany, and teak

GPO 801-788

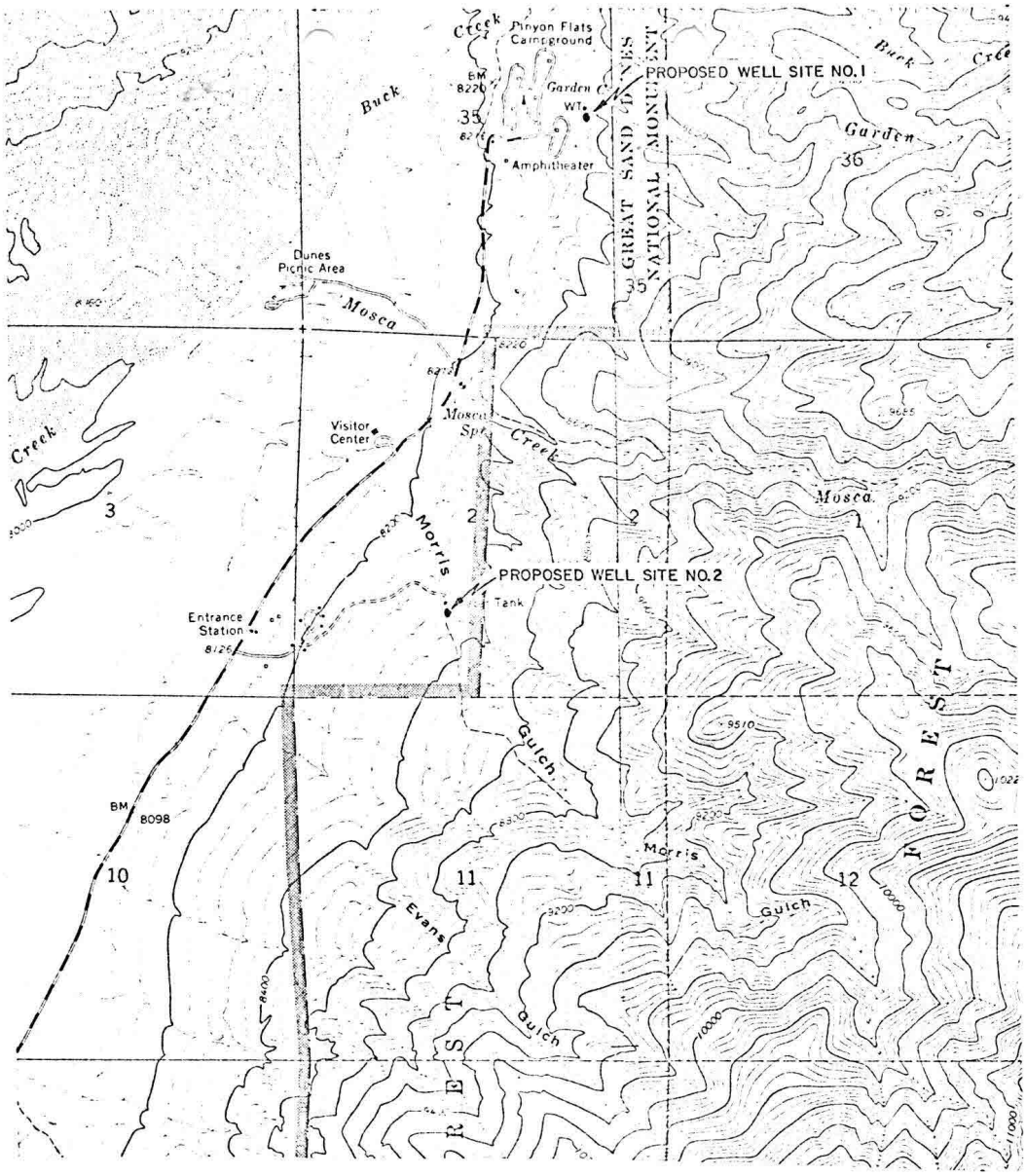
STANDARD FORM 36, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.101	CONTINUATION SHEET	REF. NO. OF C. BEING CONT'D. 1470-INV-19	PAGE 7	OF 29

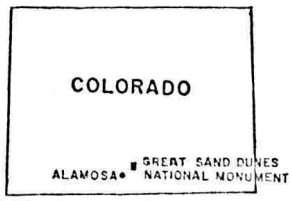
NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	The following forms, clauses, and provisions are attached hereto and made a part of this solicitation:				
**	Solicitation, Offer, Award - Standard Form 33			2 pages	
**	Attachment to Solicitation, Offer, Award			1 page	
	Specifications and drawing			9 pages	
	Solicitation Instructions and Conditions, Standard Form 33 A			2 pages	
	Attachment to Solicitation Instructions and Conditions			1 page	
	Continuation Sheet, Standard Form 36			1 page	
**	**Bid Schedule**			1 page	
**	"Buy American" Act, Form 10-275 b			1 page	
	Supplemental Provisions, Federal, State, and Local Taxes			1 page	
	Employment of the Handicapped			1 page	
	Disabled Veterans and Veterans of the Vietnam Era			3 pages	
	General Provisions (Supply Contract), Standard Form 32			5 pages	
**	Bid Submittals: The forms marked by asterisks in the above list are required to be submitted with each bid. It is requested that descriptive literature be submitted with each bid.				
	Mail or Deliver Sealed Bid to: National Park Service Rocky Mountain Regional Office 655 Parfet St., P.O. Box 25287 Denver, CO 80225				
	Mark Bid Envelope: Affix the attached label to the lower left corner of the envelope containing the bid or mark the envelope with the following information: Invitation No: Date of Opening: Time of Opening: Bid For:				
	Method of Award: Unless all bids are rejected, award shall be made by the contracting officer by written notice, within the time for acceptance specified in the bid or extension thereof, to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the Government, price and other factors considered.				

643—16—79531-1 GPO : 1967 O—261-063

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GREAT SAND DUNES NATIONAL MONUMENT
ALAMOSA, COLORADO

STANDARD FORM 33A, MARCH 1969
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

SOLICITATION INSTRUCTIONS AND CONDITIONS

1. DEFINITIONS.
As used herein:
(a) The term "solicitation" means Invitation for Bids (IFB) where the procurement is advertised, and Request for Proposal (RFP) where the procurement is negotiated.
(b) The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.
(c) For purposes of this solicitation and Block 2 of Standard Form 33, the term "advertised" includes Small Business Restricted Advertising and other types of restricted advertising.

2. PREPARATION OF OFFERS.
(a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.
(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print or type his name on the Schedule and each Continuation Sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.
(c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the Amount column of the Schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.
(e) Offeror must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation.
(f) Time, if stated as a number of days, wil include Saturdays, Sundays and holidays.
(g) Code boxes are for Government use only.

3. EXPLANATION TO OFFERORS. Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment of the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

4. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS. Receipt of an amendment to a solicitation by an offeror must be acknowledged (a) by signing and returning the amendment, (b) on the reverse of Standard Form 33, or (c) by letter or telegram. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

5. SUBMISSION OF OFFERS.
(a) Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.
(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt. (However, see par. 8.)
(c) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at offeror's request and expense, unless otherwise specified by the solicitation.

6. FAILURE TO SUBMIT OFFER. If no offer is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard should be sent to the issuing office advising whether future solicitations for the type of supplies or services covered by this solicitation are desired. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

7. MODIFICATION OR WITHDRAWAL OF OFFERS.
(a) If this solicitation is advertised, offers may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. (However, see par. 8.)

(b) If this solicitation is negotiated, offers may be modified (subject to par. 8, when applicable) or withdrawn by written or telegraphic notice received at any time prior to award. Offers may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer prior to award.

8. LATE OFFERS AND MODIFICATIONS OR WITHDRAWALS. (This paragraph applies to all advertised solicitations. In the case of Department of Defense negotiated solicitations, it shall also apply to late offers and modifications (other than the normal revisions of offers by selected offerors during the usual conduct of negotiations with such offerors) but not to withdrawals of offers. Unless otherwise provided, this paragraph does not apply to negotiated solicitations issued by civilian agencies.)

(a) Offers and modifications of offers (or withdrawals thereof, if this solicitation is advertised) received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered unless: (1) they are received before award is made; and either (2) they are sent by registered mail, or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained and it is determined by the Government that the late receipt was due solely to delay in the mails for which the offeror was not responsible; or (3) if submitted by mail (or by telegram if authorized) it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; provided, that timely receipt at such installation is established upon examination of an appropriate date or time stamp (if any) of such installation, or of other documentary evidence of receipt (if readily available) within the control of such installation or of the post office serving it. However, a modification of an offer which makes the terms of an otherwise successful offer more favorable to the Government will be considered at any time it is received and may thereafter be accepted.

(b) Offerors using certified mail are cautioned to obtain a Receipt for Certified Mail showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late offer was timely mailed.

(c) The time of mailing of late offers submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the offeror furnishes evidence from the post office station of mailing which establishes an earlier time. In the case of certified mail, the only acceptable evidence is as follows: (1) where the Receipt for Certified Mail identifies the post office station of mailing, evidence furnished by the offeror which establishes that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be the last minute of the business day of that station; or (2) an entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of the postal employee receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing shall be the time shown in the entry. If the postmark on the original Receipt for Certified Mail does not show a date, the offer shall not be considered.

9. DISCOUNTS. (a) Notwithstanding the fact that a blank is provided for a ten (10) day discount, prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts of less than 20 days will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

(b) In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when delivery and

 NOTE: Unless otherwise specified, this form (SF-33A) is designated as Pages 3 and 4 of this solicitation.

acceptance are at either of those points, or from the date correct invoice or voucher is received in the office specified by the Government, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

10. AWARD OF CONTRACT. (a) The contract will be awarded to that responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

(b) The Government reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

(c) The Government may accept any item or group of items of any offer, unless the offeror qualifies his offer by specific limitations. UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, OFFERS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED; AND THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY OFFERED AT THE UNIT PRICES OFFERED UNLESS THE OFFEROR SPECIFIES OTHERWISE IN HIS OFFER.

(d) A written award (or Acceptance of Offer) mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

The following paragraphs (e) through (h) apply only to negotiated solicitations:

(e) The Government may accept within the time specified therein, any offer (or part thereof, as provided in (c) above), whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the Government prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counter offer on the part of the Government.

(f) The right is reserved to accept other than the lowest offer and to reject any or all offers.

(g) The Government may award a contract, based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint which the offeror can submit to the Government.

(h) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not form a part of any resulting contract; provided, however, that if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

11. GOVERNMENT-FURNISHED PROPERTY. No material, labor, or facilities will be furnished by the Government unless otherwise provided for in the solicitation.

12. LABOR INFORMATION. General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35–45), the Contract Work Hours Standards Act (40 U.S.C. 327–330), and the Service Contract Act of 1965 (41 U.S.C. 351–357) may be obtained from the Department of Labor, Washington, D.C. 20210, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

13. SELLER'S INVOICES. Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

14. SMALL BUSINESS CONCERN. A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is submitting offers on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

15. CONTINGENT FEE. If the offeror, by checking the appropriate box provided therefor, has represented that he has employed or retained a company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, or that he has paid or agreed to pay any fee, commission, percentage, or brokerage fee to any company or person contingent upon or resulting from the award of this contract, he shall furnish, in duplicate, a complete Standard Form 119, Contractor's Statement of Contingent or Other Fees. If offeror has previously furnished a completed Standard Form 119 to the office issuing this solicitation, he may accompany his offer with a signed statement (a) indicating when such completed form was previously furnished, (b) identifying by number the previous solicitation or contract, if any, in connection with which such form was submitted and (c) representing that the statement in such form is applicable to this offer.

16. PARENT COMPANY. A parent company for the purpose of this offer is a company which either owns or controls the activities and basic business policies of the offeror. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the offeror, such other company is considered the parent company of the offeror. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.

17. EMPLOYER'S IDENTIFICATION NUMBER. (Applicable only to advertised solicitations.) The offeror shall insert in the applicable space on the offer form, if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941), or, if he has a parent company, the Employer's Identification Number of his parent company.

18. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION. (a) This certification on the offer form is not applicable to a foreign offeror submitting an offer for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(b) An offer will not be considered for award where (a)(1), (a)(3), or (b) of the certification has been deleted or modified. Where (a)(2) of the certification has been deleted or modified, the offer will not be considered for award unless the offeror furnishes with the offer a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

19. ORDER OF PRECEDENCE. In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Solicitation Instructions and Conditions; (c) General Provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and (e) the specifications.

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ATTACHMENT TO STANDARD FORM 33A.

Clause 8 is revised to include the following:

LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS

(a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and either:

(1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or

(2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in (a), above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

(c) The only acceptable evidence to establish:

(1) The date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.)

(2) The time of receipt at the Government installation is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(d) Notwithstanding (a) and (b) of this provision, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is receive and may be accepted.

SUPPLEMENTAL PROVISIONS

FEDERAL, STATE, AND LOCAL TAXES

(a) Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties.

(b) Nevertheless, with respect to any Federal excise tax or duty on the transactions or property covered by this contract, if a statute, court decision, written ruling, or regulation takes effect after the contract date, and

(1) Results in the Contractor being required to pay or bear the burden of any such Federal excise tax or duty or increase in the rate thereof which would not otherwise have been payable on such transactions or property, the contract price shall be increased by the amount of such tax or duty or rate increase: Provided, that the Contractor if requested by the Contracting Officer, warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price as a contingency reserve or otherwise; or

(2) Results in the Contractor not being required to pay or bear the burden of, or in his obtaining a refund or drawback of, any such Federal excise tax or duty which would otherwise have been payable on such transactions or property or which was the basis of an increase in the contract price, the contract price shall be decreased by the amount of the relief, refund, or drawback, or that amount shall be paid to Government, as directed by the Contracting Officer. The contract price shall be similarly decreased if the Contractor, through his fault or negligence or his failure to follow instructions of the Contracting Officer, is required to pay or bear the burden of, or does not obtain a refund or drawback of, any such Federal excise tax or duty.

(c) No adjustment pursuant to paragraph (b) above will be made under this contract unless the aggregate amount thereof is or may reasonably be expected to be over $100.

(d) As used in paragraph (b) above, the term "contract date" means the date set for the bid opening, or if this is a negotiated contract, the date of this contract. As to additional supplies or services procured by modification to this contract, the term "contract date" means the date of such modification.

(e) Unless there does not exist any reasonable basis to sustain an exemption, the Government, upon request of the Contractor, without further liability, agrees, except as otherwise provided in this contract, to furnish evidence appropriate to establish exemption from any tax which the Contractor warrants in writing was excluded from the contract price. In addition, the Contracting Officer may furnish evidence to establish exemption from any tax that may, pursuant to this clause, give rise to either an increase or decrease in the contract price. Except as otherwise provided in this contract, evidence appropriate to establish exemption from duties will be furnished only at the discretion of the Contracting Officer.

(f) The Contractor shall promptly notify the Contracting Officer of matters which will result in either an increase or decrease in the contract price, and shall take action with respect thereto as directed by the Contracting Officer.

(See F.P.R. 1-11.401-1)

EMPLOYMENT OF THE HANDICAPPED

(This clause is applicable if this purchase exceeds $2,500.)

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as 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.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended.

(c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of section 503 of the Act and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for non-compliance.

DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

The provisions of this clause shall be applicable only if the amount of this contract exceeds $10,000.

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment, upgrading, demotion, or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired.

The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative, and professional openings that are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal/State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(k) The contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans of the Vietnam era for employment, and the rights of applicants and employees.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by terms of the Vietnam Era Veteran's Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance. (F.P.R. 1-12.11)

GENERAL PROVISIONS

(Supply Contract)

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

(a) The term "head of the agency" or "Secretary" as used herein means the Secretary, the Under Secretary, any Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the head of the agency or the Secretary.

(b) The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(c) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders under this contract.

2. CHANGES

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in any one or more of the following: (i) Drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change: *Provided, however,* That the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

3. EXTRAS

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

4. VARIATION IN QUANTITY

No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

5. INSPECTION

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by the Government, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

(b) In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the Government shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Contracting Officer, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed, or promptly to replace or correct such supplies or lots of supplies, the Government either (i) may by contract or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby, or (ii) may terminate this contract for default as provided in the clause of this contract entitled "Default." Unless the Contractor corrects or replaces such supplies within the delivery schedule, the Contracting Officer may require the delivery of such supplies at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(c) If any inspection or test is made by the Government on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. If Government inspection or test is made at a point other than the premises of the Contractor or a subcontractor, it shall be at the expense of the Government except as otherwise provided in this contract: *Provided,* That in case of rejection the Government shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the Government shall be performed in such a manner as not to unduly delay the work. The Government reserves the right to charge to the Contractor any additional cost of Government inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor or when reinspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the Government therefor.

(d) The inspection and test by the Government of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in this contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

(e) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Government during

the performance of this contract and for such longer period as may be specified elsewhere in this contract.

6. RESPONSIBILITY FOR SUPPLIES

Except as otherwise provided in this contract, (i) the Contractor shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection; (ii) after delivery to the Government at the designated point and prior to acceptance by the Government or rejection and giving notice thereof by the Government, the Government shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction, or damage results from the negligence of officers, agents, or employees of the Government acting within the scope of their employment; and (iii) the Contractor shall bear all risks as to rejected supplies after notice of rejection, except that the Government shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents, or employees of the Government acting within the scope of their employment.

7. PAYMENTS

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor, payment for accepted partial deliveries shall be made whenever such payment would equal or exceed either $1,000 or 50 percent of the total amount of this contract.

8. ASSIGNMENT OF CLAIMS

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this contract provides for payments aggregating $1,000 or more, claims for moneys due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Unless otherwise provided in this contract, payments to an assignee of any moneys due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or setoff. (The preceding sentence applies only if this contract is made in time of war or national emergency as defined in said Act and is with the Department of Defense, the General Services Administration, the Energy Research and Development Administration, the National Aeronautics and Space Administration, the Federal Aviation Administration, or any other department or agency of the United States designated by the President pursuant to Clause 4 of the proviso of section 1 of the Assignment of Claims Act of 1940, as amended by the Act of May 15, 1951, 65 Stat. 41.)

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential," be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same. However, a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

9. ADDITIONAL BOND SECURITY

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Government or if any such surety fails to furnish reports as to his financial condition from time to time as required by the Government, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Government and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

10. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

(a) This clause is applicable if the amount of this contract exceeds $10,000 and was entered into by means of negotiation, including small business restricted advertising, but is not applicable if this contract was entered into by means of formal advertising.

(b) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1–20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(c) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1–20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding $10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(d) The periods of access and examination described in (b) and (c), above, for records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

11. DEFAULT

(a) The Government may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(i) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

(ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the Government terminates this contract in whole or in part as provided in paragraph (a) of this clause, the Government may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Government for any excess costs for such similar supplies or services: *Provided*, That the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the

Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph (a) of this clause, the Government, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Government, in the manner and to the extent directed by the Contracting Officer, (i) any completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the Government has an interest. Payment for completed supplies delivered to and accepted by the Government shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the Government and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The Government may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Government, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the Government, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(f) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(g) As used in paragraph (c) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

12. DISPUTES

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: *Provided*, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

13. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

The provisions of this clause shall be applicable only if the amount of this contract exceeds $10,000.

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

14. BUY AMERICAN ACT

(a) In acquiring end products, the Buy American Act (41 U.S. Code 10 a–d) provides that the Government give preference to domestic source end products. For the purpose of this clause:

(i) "Components" means those articles, materials, and supplies, which are directly incorporated in the end products;

(ii) "End products" means those articles, materials, and supplies, which are to be acquired under this contract for public use; and

(iii) A "domestic source end product" means (A) an unmanufactured end product which has been mined or produced in the United States and (B) an end product manufactured in the United States if the cost of the components thereof which are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. For the purposes of this (a) (iii) (B), components of foreign origin of the same type or kind as the products referred to in (b) (ii) or (iii) of this clause shall be treated as components mined, produced, or manufactured in the United States.

(b) The Contractor agrees that there will be delivered under this contract only domestic source end products, except end products:

(i) Which are for use outside the United States;

(ii) Which the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality;

(iii) As to which the Secretary determines the domestic preference to be inconsistent with the public interest; or

(iv) As to which the Secretary determines the cost to the Government to be unreasonable.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954.)

15. CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor except as provided by Public Law 89–176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive Order 11755, December 29, 1973.

16. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION

This contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, apprentices, trainees, watchmen, and guards shall require or permit any laborer, mechanic, apprentice, trainee, watchman, or guard in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer, mechanic, apprentice, trainee, watchman, or guard 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 eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, apprentice, trainee, watchman, or guard employed in violation of the provisions of paragraph (a) 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 eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph (a).

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer may withhold from the Government Prime Contractor, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) Subcontracts. The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(e) Records. The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three years from the completion of the contract.

17. WALSH-HEALEY PUBLIC CONTRACTS ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed $10,000 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S. Code 35–45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in eff

18. EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) 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 No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency 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 contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

20. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

21. UTILIZATION OF SMALL BUSINESS CONCERNS

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

22. UTILIZATION OF LABOR SURPLUS AREA CONCERNS

(a) It is the policy of the Government to award contracts to labor surplus area concerns that (1) have been certified by the Secretary of Labor (hereafter referred to as certified-eligible concerns with first or second preferences) regarding the employment of a proportionate number of disadvantaged individuals and have agreed to perform substantially (i) in or near sections of concentrated unemployment or underemployment or in persistent or substantial labor surplus areas or (ii) in other areas of the United States, respectively, or (2) are noncertified concerns which have agreed to perform substantially in persistent or substantial labor surplus areas, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy.

(b) In complying with paragraph (a) of this clause and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns" the Contractor in placing his subcontracts shall observe the following order of preference: (1) Certified-eligible concerns with a first preference which are also small business concerns; (2) other certified-eligible concerns with a first preference; (3) certified-eligible concerns with a second preference which are also small business concerns; (4) other certified-eligible concerns with a second preference; (5) persistent or substantial labor surplus area concerns which are also small business concerns; (6) other persistent or substantial labor surplus area concerns; and (7) small business concerns which are not labor surplus area concerns.

23. UTILIZATION OF MINORITY BUSINESS ENTERPRISES

(a) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

(b) The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly-owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

24. PRICING OF ADJUSTMENTS

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes clause or any other provision of this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 1–15 of the Federal Procurement Regulations (41 CFR 1–15) or Section XV of the Armed Services Procurement Regulation, as applicable, which are in effect on the date of this contract.

25. PAYMENT OF INTEREST ON CONTRACTORS' CLAIMS

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes clause of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92–41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes clause of this contract, to the date of (1) a final judgment by a court of competent jurisdiction, or (2) mailing to the Contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a board of contract appeals.

(b) Notwithstanding (a), above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

00-00-0000: abstract of bids

ABSTRACT OF BIDS

Sheet No. _____ of _____ Sheets

TIME OPENED: 2:10 | DATE: 5/16 | PLACE:

FOR: DRILL TWO TEST WATER WELLS - G.R.S.A.

INVITATION NO. IFB 1440-INV-19

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	BID NO. _____ Bidders Name: NEWMYER DEV. 1/ 2/ UNIT PRICE	TOTAL AMOUNT	BID NO. _____ Bidders Name: HI-COUNTRY DRILLING 1/ 2/ UNIT PRICE	TOTAL AMOUNT	BID NO. _____ Bidders Name: WELL SUPPLY CO. 1/ 2/ UNIT PRICE	TOTAL AMOUNT	BID NO. _____ Bidders Name: 1/ 2/ UNIT PRICE	TOTAL AMOUNT	BID NO. _____ Bidders Name: 1/ 2/ UNIT PRICE	TOTAL AMOUNT	GOVERNMENT ESTIMATE ☐ Hired Labor Estimate ☐ Estimate w/o Profit ☐ Estimate With Profit UNIT PRICE	TOTAL AMOUNT
	DRILL TWO TEST WATER WELLS				NO BID		NO BID		13,090.00						

1/ For Supply Invitation give discount--for Construction Invitation give deposit amount.

2/ For Supply Invitation give delivery time--for Construction Invitation give type of deposit.

90614

05-22-1978: abstract of bids data: contract number cx-1200-8-b047

Form 10-355
(Rev. 4/61)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

ABSTRACT OF BIDS DATA

For:			Invitation No.
Two Test Water Wells, Great Sand Dunes National Monument			IFB-1440-78-19
Date of Issue	**Opening Date**	**No. Mailed**	**Bids Received**
April 28, 1978	May 16, 1978	16	1

The bids received in response to this invitation were opened at the exact time and place specified in the invitation. All bids were abstracted except the following which were returned unopened in accordance with the terms and conditions of the invitation:

BIDDER	CITY	POSTMARKED		RECEIVED		DELIVERED BY
		Date	Time	Date	Time	

In addition to the bids abstracted on this form, invitations to bid were:

- [x] Sent to those listed *(See Attachment A)*
- [ ] Posted in public places *(See Attachment B)*
- [x] Advertised in the newspapers *(See Attachment C)*

OR [ ] Without advertising in accordance with _____

(Include written findings required by law and determination as Attachment D.)

AWARDED TO:
The Well Supply Company
Box 417
Boulder, Utah 84716

IN THE AMOUNT OF:
$12,340.00

Less _____

Please check one:

- [x] The lowest bidder as to price *(Expenditures)*
- [ ] The highest bidder as to price *(Receipts)*
- [ ] Other than low *(high)* bidder because *(See Attachment E)*

Exceptions, if any, to specifications:

Bids Abstracted by: *(Signature)*	Bids Checked for Accuracy by: *(Signature)*
Trudi E. Garvis	
Recommended for Acceptance by: *(Signature & Title)*	
William W. Slemmer, Purchasing Agent	

CONTRACT NUMBER CX-1200-8-B047 dated May 22, 1978

is awarded by signature of the contracting officer on Standard Form 33 attached.

05-04-1978: purchase order: order no. fx-1200-8-0613

FORM 10-131
(APRIL 1964)

PURCHASE ORDER

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Rocky Mountain Regional Office
655 Parfet St., Box 25287
Denver, CO 80225
(ISSUING OFFICE)

REQUISITION NO.: Haheel/RMR/15

THIS NUMBER MUST APPEAR ON ALL PACKAGES AND PAPERS RELATING TO THIS ORDER

DATE OF ORDER: 5/4/78

ORDER NO.: FX-1200-8-0613

ACCOUNTING CLASSIFICATION: 1272-0003-417 (2600) E

VENDOR'S NAME AND ADDRESS:
Colorado Division of Water Resources
818 Centenial Building
1313 Sherman Street
Denver, CO 80202

SHIP TO: (Consignee and Address)
Attn: Division of Water Resources
National Park Service
Rocky Mountain Regional Office
655 Parfet St., Box 25287
Denver, CO 80225

CONTRACT NO.	DISCOUNT TERMS	SHIP VIA
Open Market	Net 30 days	Best Way

DELIVERY: F.O.B.	TIME FOR DELIVERY	GOVT. B/L NO.
~~SHIPPING POINT~~ Destination	ASAP	

ITEM NO.	ARTICLES OR SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT
	"Confirmation Order Do Not Duplicate" Permit fee for two (2) well permits at Great Sand Dunes National Monument	2		25.00	$ 50.00
				TOTAL	$ 50.00

THE ARTICLES OR SERVICES LISTED WERE RECEIVED ON _____ (DATE) AND ACCEPTED ON _____ (DATE)

RECEIVING REPORT NO: _____

SIGNATURE: _____

SIGNATURE: Etcel H. Gaube

NAME AND TITLE
Etcel (Henry) Gaube
Regional Purchasing Agent

2A. RECEIVING REPORT

IFB 1470-INV-15

April 21, 1978

Rocky Mountain Geochemical Corp.
1323 West 7900 South
West Jordan, Utah 84084
ATTN: Mr. Grant Buma

Dear Mr. Buma,

Your bid submitted in response to IFB 1470-INV-15 was the only bid received. In accordance with Federal Procurement Regulations 41 CFR 102.404-2(c), your bid is rejected as being unreasonable as to price. This determination was based on the following facts. This office has awarded six contracts within the past fifteen months, for drilling and casing water wells from 6 to 14 inches, at depths from 100 to 465 feet. The highest combined price paid for drilling and casing was $32.00 per foot, with no mobilization costs. The most comparable previous contract to the subject IFB reveals a cost of only $28.00 per foot for drilling and casing a 12 inch 100 foot well with no mobilization costs. These costs are considerably lower than your bid prices of $33.00 per foot for drilling and casing without consideration of your mobilization bid price of $3,000.00. In summary, your bid price exceeds both the government estimate and previous competitive bids.

A new IFB for this requirement will be issued in the near future and a copy will be forwarded to you.

Sincerely,

/s/ William W. Slemmer

William W. Slemmer, Jr.
Acting Regional Contract Specialist

cc:

RMR-MW, Mr. MeKeel
Supt, GRSA

RAL SERVICES ADMINISTRATION
PROC. REG. (41 CFR) 1-16.101

SOLICITATION, OFFER, AND AWARD

RATING:

1 29

NTRACT (Proc. Inst. Ident.) NO.	2. SOLICITATION NO. 1470INV-15	5. DATE ISSUED	6. PURCHASE REQUEST NO.
	[X] ADVERTISED (IFB) [ ] NEGOTIATED (RFP)	March 17,78	

SUED BY Contracting Officer CODE
National Park Service
Rocky Mountain Regional Office - AC
PO Box 25287
Denver, Colo. 80225

8. ADDRESS OFFER TO (If other than Block 7)

SOLICITATION

aled offers in original and 0 copies for furnishing the supplies or services described in the Schedule will be received at the place specified in
ck 8, OR IF HAND-CARRIED, IN THE DEPOSITARY LOCATED IN Contracting Office,655 Parfet St, 2 nd Flr
til 2:00pm, local prevailing time April 7, 78. If this is an advertised solicitation, offers will be publicly opened at that
(Time, Zone, and Date)

. CAUTION—LATE OFFERS. See par. 8 of Solicitation Instructions and Conditions.

ffers are subject to the following:
The attached Solicitation Instructions and Conditions, SF 33-A.
The General Provisions, SF 32 4/75 edition, which is attached or incorporated herein by reference.
3. The Schedule included below and/or attached hereto.
4. Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference. (Attachments are listed in the Schedule.)

INFORMATION CALL (Name and Telephone No.) (No collect calls):
03-234-2792 Bill Slemmer or Harvey Davies

SCHEDULE

O. NO.	11. SUPPLIES/SERVICES	12. QUANTITY	13. UNIT	14. UNIT PRICE	15. AMOUNT
	Drill two test water wells in accordance with the attached specifications and Bid Schedule, at Great Sand Dunes National Monument, Colo., no later than 30 days after receipt of Award.	Total of Items 1-7 on the attached Bid Schedule.			$28,740
	count periods of less than 20 days will not be considered in the evaluation of bids.				

OFFER (NOTE: Reverse Must Also Be Fully Completed By Offeror)

ompliance with the above, the undersigned offers and agrees, if this offer is accepted within 2 calendar days (60 calendar days unless a different od is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered, at the e set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

SCOUNT FOR PROMPT PAYMENT (See Par. 9 on SF 33-A)
____% 10 CALENDAR DAYS; 2 % 20 CALENDAR DAYS; ____% 30 CALENDAR DAYS; ____% ____ CALENDAR DAYS.

OFFEROR & ADDRESS	CODE	FACILITY CODE	18. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)
t, city, y, state, IP Code) Rocky Mountain Geochemical Corp. 1323 West 7900 South West Jordan, Utah 84084			Grant Buma, President
Code and Telephone No.: (801) 255-3558			19. SIGNATURE: Grant Buma / 20. OFFER DATE: 4/5/78

Check If Remittance Address Is Different From Above - Enter Such Address In Schedule.

AWARD (To Be Completed By Government)

CEPTED AS TO ITEMS NUMBERED	22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

BMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN OCK ____	25. NEGOTIATED PURSUANT TO [ ] 10 U.S.C. 2304(a)( ) [ ] 41 U.S.C. 252(c)( )
DMINISTERED BY (other than block 7) CODE	27. PAYMENT WILL BE MADE BY CODE
AME OF CONTRACTING OFFICER (Type or Print)	29. UNITED STATES OF AMERICA BY: _____ (Signature of Contracting Officer) / 30. AWARD DATE

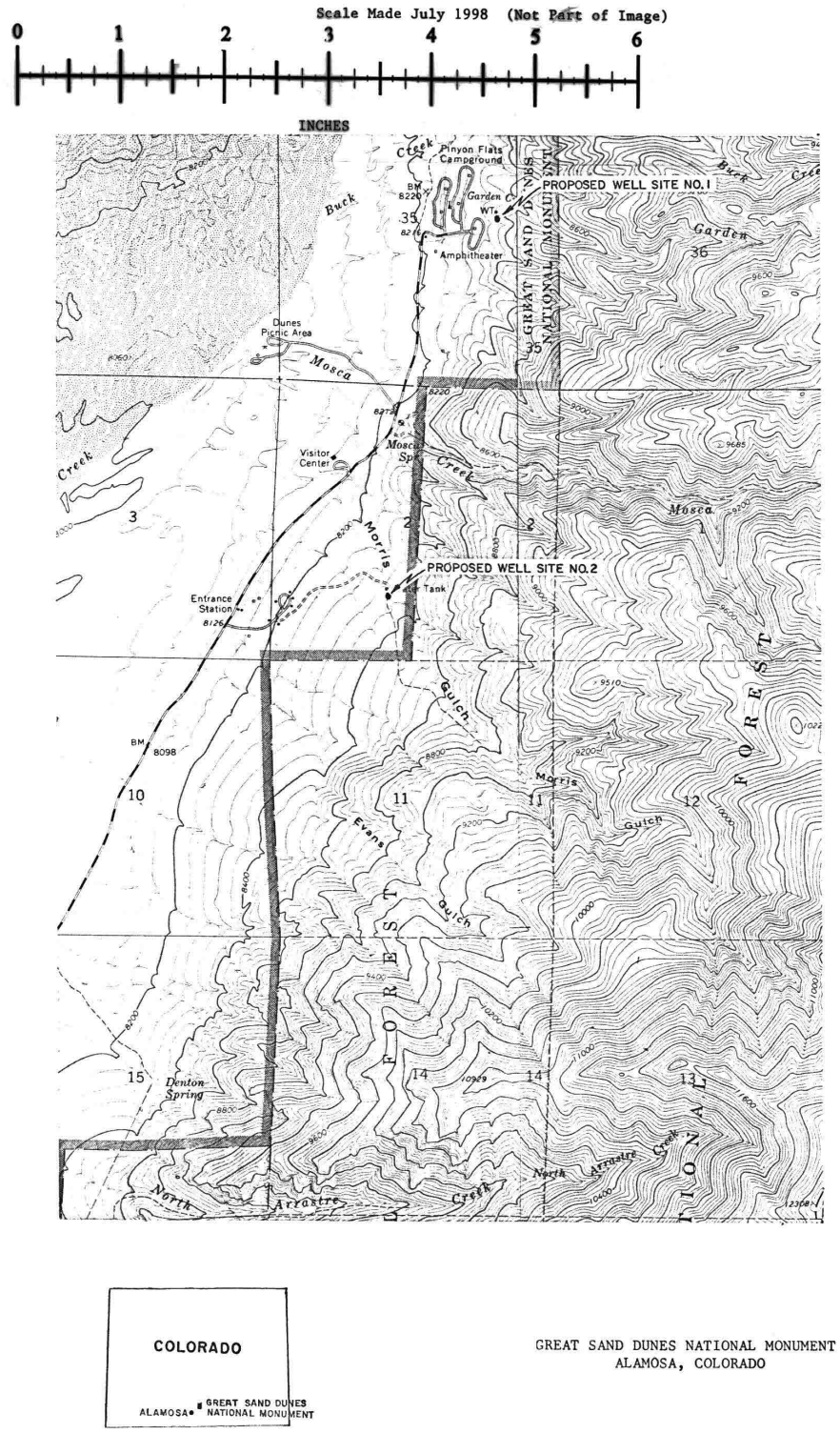
Award will be made on this form, or on Standard Form 26, or by other official written notice.

BID SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE (IN FIGURES)	AMOUNT BID
1.	500 (250 each well)	FT	Lineal feet of bore to accommodate an 8 inch O.D. maximum size, casing, surface to bottom of hole.	$ 25.00	$ 12,500.00
2.	500 (250 each well)	FT	Lineal feet furnishing and installing 8 inch O.D. black steel casing.	$ 15.00	$ 7,500.00
3.	60 (30' each well)	FT	Lineal feet, furnishing and installing 8 inch O.D. perforated black steel casing.	$ 30.00	$ 1,800.00
4.	16 (8 hours each well)	HR	Hours, developing well	$ 50.00	$ 800.00
5.	48 (24 hours each well)	HR	Hours, pumping test for yield.	$ 55.00	$ 2,640.00
6.	20 (10' each well)	FT	Lineal Ft., reaming hole to a diameter & placing concrete seal around casing, surface to 10 feet.	$ 25.00	$ 500.00
	1	LS	Each, Moving equipment from site to site.	$	$ 3,000.00
			TOTAL COST (Items 1 through 7)		$ 28,740.00

NOTE: Insert total cost also on page 1 (Solicitation, Offer, and Award - Standard Form 33)

Maps and Miscellaneous Information



Docket Information

Number of Documents in Docket 170

Documents Dated from 3/15/1969 to 12/1/1993

Docket Compiled: 3/29/2011