

Received Feb. 1, 1956
7:00 am

Form 2—Application for Permit to appropriate Water—Original

No. 269-1

Water Division No. 1 Elk Creek District
(Blanks to be filled by the Engineer for the W. R. C.)

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

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

1. Name of applicant South Dakota Department of Game, Fish and Parks
Postoffice address Pierre, County Hughes, State South Dakota

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

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

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

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

By contract

(b) Cash on hand, \$ Sufficient

(c) Treasury stock, \$ _____

(d) Bonds to be issued, \$ _____

(e) Other resources, \$ _____

2. Name of diversion work Curlew Lake
3. Amount of water claimed 1800 acre feet plus 400 acre feet annually after the lake is filled
_____ cubic feet per second
4. Source of water supply Dry Creek
5. Location of point of diversion Dam located in SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 2, T 3 N, R 11 E, and NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 11, T 3 N, R 11 E on _____ bank Meade County.
6. Annual period or periods during which water is to be used as available
7. To be used for:

I. Irrigation or domestic use: Gravity, overhead sprinkling or combination system? _____

(a) Number of acres to be ~~irrigated~~ flooded 136 acres.

(b) Legal subdivisions to be irrigated _____

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

(c) Statement as to domestic use (giving location, etc.) _____

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

(a) Nature of use Fish & Wildlife propagation and conservation and recreation
Name any of the above uses claimed

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

Amount claimed for engine cooling _____

(c) Location of plant _____

(d) Method of developing power _____

(e) Point where water will be returned to stream immediately below dam

Map No. 247-1

8. Estimated cost of work:

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

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

(c) Fluming, \$..... (d) Canal-earth, \$.....

Rock, \$.....

(e) Other structures Dam, Spillway & Riprap \$45,000.00

Total, \$.....

9. Description of diversion works:

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

II. Dimensions of works:

(a) Dam: Height 39 feet; length at bottom 550 feet; length at top 250' 1790 feet; thickness at bottom 210 feet; thickness at top 16 feet; slope at front water face 3 to 1; slope at back face 2-1

material used in construction compacted earth

(b) Reservoir: Capacity when filled 1800 acre feet. Surface area at highwater mark 186 acres.

DEPTH AT OUTLET-Feet	SURFACE AREA AT EACH DEPTH AT OUTLET-ACRES	ACRE-Feet CAPACITY
<u>31</u>	<u>136 acre - Normal surface</u>	<u>1800</u>
<u>21</u>	<u>109</u>	<u>915</u>

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

(d) Canal: Total lengthmiles.

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

(Give dimensions where reductions in size are made.)

10. Time required for completion of work one years.

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

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

Sturgis Tribune

STATE OF SOUTH DAKOTA

County of Hughes

ss.

I, Elmer Peterson, Director, South Dakota, Dept. Game, Fish & Parks first duly sworn on my oath depose and say: That my relation to the above described undertaking is that of owner, that I have read the above foregoing statement, examined the map accompanying the same, and that I know of my own personal knowledge that the matters therein stated and shown are true.

Signed

Elmer Peterson

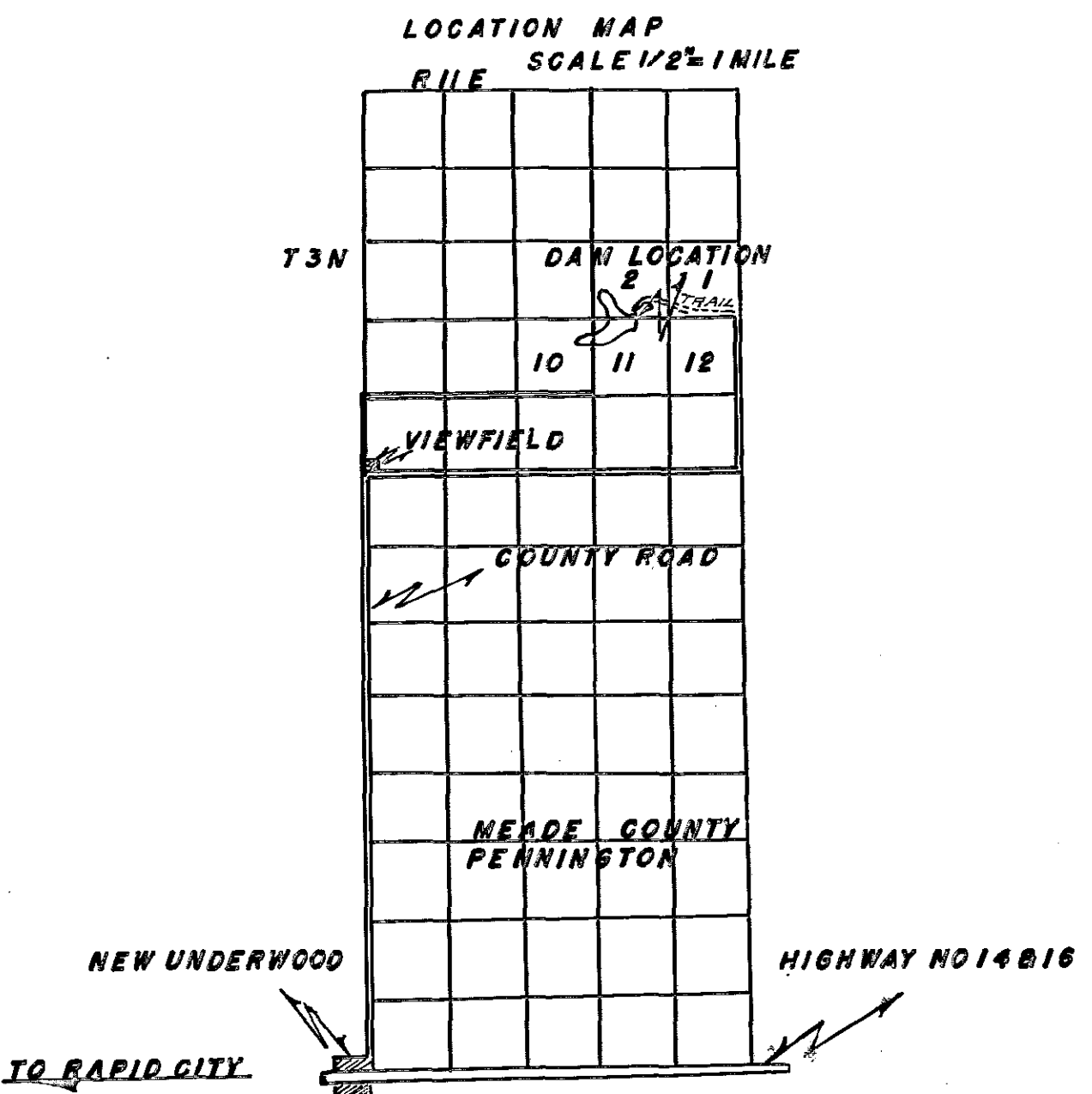
Subscribed and sworn to before me this 26 day of January 1956

Donald Driscoll

Notary Public (or other qualified officer.)

*Each diversion must have a headgate or measuring device

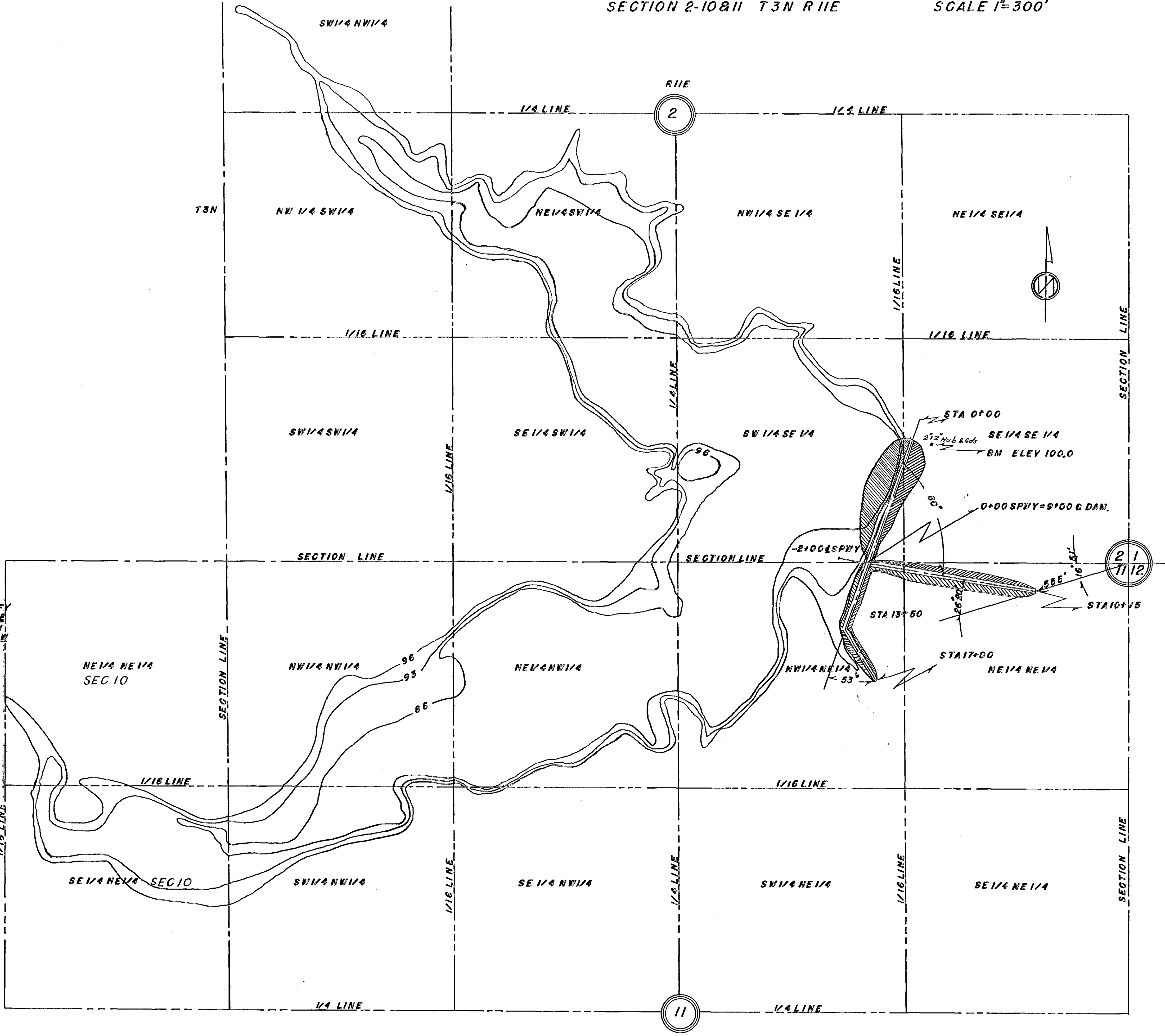
CURLEW LAKE MEADE COUNTY S. D.
SECTION 2-10&11 T3N R11E SCALE 1"=300'



CERTIFICATE OF SURVEYOR

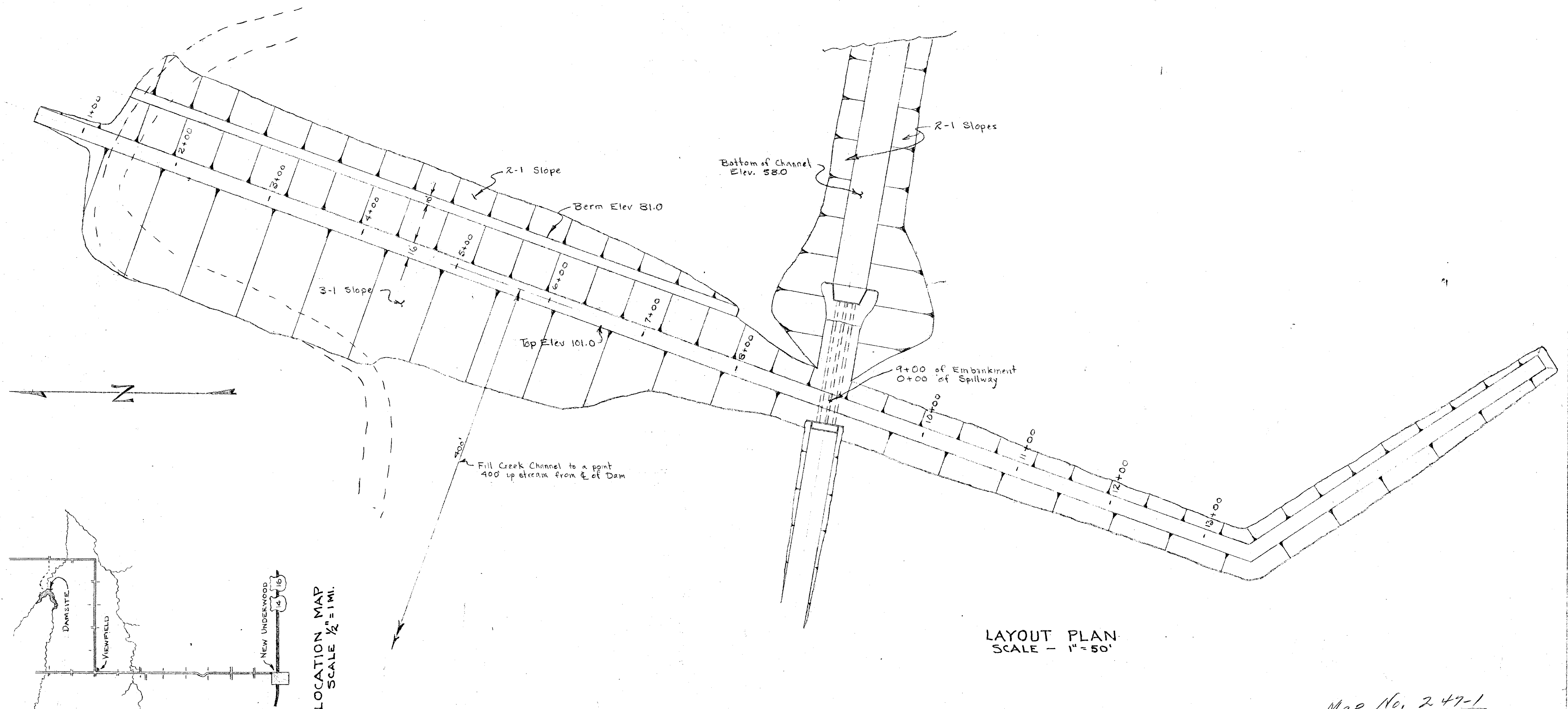
I, MUREL L. TRIMBLE, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE DIRECTION OF THE SOUTH DAKOTA DEPARTMENT OF GAME FISH AND PARKS I HAVE SURVEYED THE SITE OF THE PROPOSED DAM, AND THAT SAID PROPOSED DAM SHALL BE HEREAFTER KNOWN AS CURLEW LAKE. THE LOCATION IS AS SHOWN ON THE PLAT.
IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS 23 DAY OF January 1956, A.D.

Murel L. Trimble
SURVEYOR



CURLEW LAKE

MEADE COUNTY SOUTH DAKOTA
DEPT. OF GAME, FISH AND PARKS
PROJECT NO. 248



Map No. 247-1
Appl. No. 269-1
Original Map on file at
the South Dakota Department of
Game, Fish and Parks, Pierre, S.D.

Remarks by State Water Resources Commission:

STATE OF SOUTH DAKOTA
County of Hughes } ss.

Pierre, South Dakota, Feb. 1, 1956

This is to certify that the foregoing application was received by the Commission at 9:00 o'clock
A.m. upon the 1 day of Feb., 1956.

State Water Resources Commission

By: J. C. Rineer
Chief Engineer, Executive Officer

Number of permit 269-1

Date of first receipt of application Feb. 1, 1956

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

Date of receipt of corrected application —, 19—

Date from which applicant may claim right Feb. 1, 1956

Approved Mar. 5, 1956, Recorded in Book 3 Page 105

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

1st. The equivalent of at least one-fifth of the work above specified is to be completed on or before Sept. 5, 1956.

2nd. The whole of said work is to be completed on or before Mar. 5, 1957.

3rd. The limit of time for proof of beneficial use of water appropriated in accordance herewith is Mar. 5, 1958.

4th. The water appropriated shall be used for the purpose of Fish and wildlife propagation and conservation and recreation.

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

6th. The amount of the appropriation herein granted shall not exceed 400 acre feet annually ~~cubic feet per second~~; neither shall it exceed the capacity of the above described system of diversion works, nor the least amount of water that experience may hereafter indicate as necessary for the production of crops in the exercise of the best husbandry; and further, said appropriation must be limited to not more than one-seventieth (1/70) of one cubic foot of water per second of time for each acre of land to which water is actually and beneficially applied for irrigation on or before —, 19—; said water to be used during the following described annual period:

continuously

Witness my hand this 6 day of March, 1956.

State Water Resources Commission

By: J. C. Rineer
Chief Engineer, Executive Officer

Certificate of Construction issued January 13, 1960

Water License issued January 13, 1960

STATE OF SOUTH DAKOTA

WATER LICENSE No. 269-1

WHEREAS, On the 1st day of February A. D. 1956

the South Dakota Department of Game, Fish and Parks

of Pierre County of Hughes and State of

South Dakota duly made application (No. 269-1) to us for a permit to use 400 ac ft annually

~~of the waters of~~ Dry Creek

County of Meade, State of South Dakota, for fish and wildlife propagation, con-
purposes; and servation and recreation

WHEREAS, On the 6th day of March A. D. 1956

Permit No. 269-1 was issued to said applicant for the diversion of said water, and providing for the completion of the works of diversion therein described on or before the 5th

March A. D. 1957 and for the application to beneficial use of said water on or before the 5th day of March A. D. 1958 and,

WHEREAS, On the 5th day of November A. D. 1956

the holder of said permit duly made proof of the completion of adequate works for the diversion of 400 ac ft annually

~~of said waters, as evidenced by our Certificate No. 269-1~~

dated January 13, 1960 confirming the completion of works of sufficient capacity for diverting and conveying to the place of intended use 400 ac ft annually

~~of water, with date of~~ priority of February 1, 1956 ~~xxx~~ and,

WHEREAS, On the 19th day of June A. D. 1957

proof was duly made of the application to beneficial use of 400 ac ft annually

~~of said water;~~ to be used in place for the above mentioned purposes.

NOW, THEREFORE, By the virtue of the authority vested in us by the laws of the State of South Dakota,
 We hereby grant and confirm to the South Dakota Department of Game, Fish and Parks
 of Pierre the holder and owner of said permit No. 269-1
 a water right, dating from February 1, 1956 to the use of 400 ac.ft.annually
~~in the waters of~~ of the waters of Dry Creek
 in the County of Merde and State of South Dakota, or so much thereof as may be
 necessary for the purposes hereinbelow mentioned, to be diverted at a point in the SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 2 and the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 11, T 3 N, R 11 E
 and ~~used in place, with lake formed by the dam covering~~
136 surface acres
 for the purpose of fish and wildlife propagation, conservation and
recreation.

subject, however, to the laws of the State of South Dakota applicable to a license for the use of the waters of the State, and subject, also to the local or community customs, rules and regulations which have been or may be adopted from time to time by a majority of the users from a common source of supply, canal or lateral from which such water may be taken, when such rules and regulations have for their object the economical use of such water.

WITNESS. My hand and seal of our office at Pierre, South Dakota,
 this 13th day of January A. D. Nineteen
 Hundred and Sixty

State Water Resources Commission

By:

J. W. GRIMES, Chief Engineer, Executive Officer

STATE OF SOUTH DAKOTA

Water License No. _____

To _____

Source of Supply _____

County _____

Am't _____ c. f. s.

Point of Diversion _____

Place of Use _____

Purpose _____

Date of Priority _____

Recorded _____

in Book _____ of _____ Page _____

Permit No. 269-1
Elk Creek

Water Division No. 1 / Water District

Certificate of Completion of Works

TO ALL WHOM IT MAY CONCERN:

This is to Certify, That the South Dakota Department of Game, Fish and Parks

of Pierre, County of Hughes and State of South Dakota, the holder of Permit No. 269-1, issued upon Application

No. 269-1, bearing date of priority of February 1, 1956, authorizing the diversion of 1800 acre feet to fill Curlew Lake plus 400 acre feet annually to maintain the lake level ~~xxxxxx~~ of the waters of Dry Creek ~~from~~

County of Meade, State of South Dakota, at a point located on the section line 1530 feet west of the SE corner of Section 2, T 3 N, R 11 E, Meade County, for Fish and wildlife propagation, conservation and recreation

purposes, has fully complied with the provisions of the laws of the State of South Dakota relating to proof of completion of the works of diversion set out and described in said Permit; that said works are found in satisfactory condition for diverting and conveying to the place of intended use the amount of water as ~~xxxx~~ ^{stated above}

~~xxxxxx~~; and that the lands proposed to be irrigated by the use of said water are described as follows, to-wit: no land to be irrigated. The spillway is located on the section line, 1530 west of the SE corner of Section 2, T 3 N, R 11 E, Meade County. The lake formed by the dam covers 136 surface acres.

Witness my hand this 13th day of January A. D. 1960

State Water Resources Commission

P/

J. W. GRIFFIN, Chief Engineer, Executive

PERMIT No. 269-1

Water Division No. 1 Elk Creek Water District

CERTIFICATE OF EXAMINATION OF WORKS

Report of Examining Engineer

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

Dear Sirs: I hereby certify that in accordance with your authorization, I have made a thorough examination of the diversion works constructed by the South Dakota Department of Game, Fish & Parks, of
Pierre, Hughes County, South Dakota, holder of Permit No. 269-1, issued upon Application No. 269-1, bearing date of priority of February 1, 1956, authorizing the diversion of 1800 acre feet to fill Curlew Lake plus 400 acre-ft annually to maintain the lake level from the waters of Dry Creek for fish, wildlife and recreational purposes. I have to report on the condition of the same as follows:

The diversion works comprise: Earthen dam and dike, triple trickle tube spillway and outlet channel. The diversion works have been constructed and completed as shown by the plans on file with the Water Resources Commission.

and the system is in the following condition: very good

The point of diversion is located on the section line 1530 feet west of the SE corner of Section 2, T 3 N, R 11 E, Meade County

The works are capable of diverting and conveying to the place of use the amount of water as specified above which is to be used for Fish and wildlife propagation, conservation and recreation

The legal sub-divisions to be irrigated are: none

136 acres of land to be covered by water

The domestic use intended comprises none

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

none

Witness my hand, this 19th day of June A.D. 19 57

Donald W. Driscoll
Examining Engineer

-SEAL-

(First Publication February 9, 1956.)

APPROPRIATION OF WATER

Office of State Water Resources Commission.

Pierre, S. Dak., February 3, 1956.

Notice is hereby given that The South Dakota Department of Game, Fish and Parks whose postoffice address is Pierre S. Dak., has made an application in accordance with the provisions of the water laws of South Dakota for a permit to appropriate for beneficial use 470 acre feet of water annually from Dry Creek for storage in the proposed Curlew Lake ~~XXXXXXXXXX~~ the point of diversion of which is to be ~~XXXXXXXXXX~~ a dam across said stream in the SW 1/4 of the 3N 1/4 of Section 2 Twp. 3N Range 11E Said water to be used for the purpose of providing irrigation for ~~XXXXXXXXXX~~ XXXXXX

For fish and wildlife propagation and conservation and for recreation

~~XXXXXX~~ XXXXXX

This application will be taken up by the State Water Resources Commission at their office at Pierre for consideration upon the 5th day of March, 1956, at 2:00 P.M. All interested persons may appear and be heard.

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

State Water Resources Commission

By:

Chief Engineer, Executive Officer

PROOF OF PUBLICATION

STATE OF SOUTH DAKOTA }
 County Meade } ss.

Frank J. Hunn being duly sworn, deposes and says the annexed printed copy of Notice of Intention to Appropriate Water was taken from the

Sturgis Tribune a newspaper which during the whole itre of publication of said notice herein after stated, has been and is printed and published in the city of Sturgis County of

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

Feb. 9, 1956

Feb. 16, 1956

Feb. 23, 1956

Mar. 1, 1956

in each and every issue of the full number thereof, the first publication being made on the 9th day of Feb.

1956 and the last publication on the 1st day of

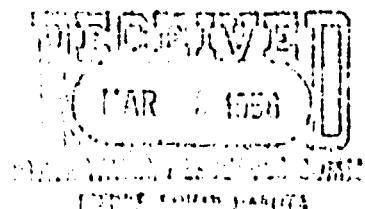
March 1956 upon which days or times of publication aforesaid the newspaper was regularly published, and that during the whole time of said publication he was publisher the printer and publisher of the said newspaper.

Frank J. Hunn

Subscribed and sworn to before me this 1st day of March A. D. 1956

Betty K. Hunsaker
 Notary Public Meade County, S. D.

Notice of Intention to Appropriate Water No. 269-1
 (First Publication February 9, 1956)
APPROPRIATION OF WATER
 Office of State Water Resources Commission,
 Pierre, S. Dak., February 3, 1956.
 Notice is hereby given that The South Dakota Department of Game, Fish and Parks whose postoffice address is Pierre, S. Dak., has made application in accordance with the provisions of the water laws of South Dakota for a permit to appropriate for beneficial use 400 acre feet of water annually from Dry Creek for storage in the proposed Curlew Lake, the point of storage of which is to be a dam across said stream in the SW¹/₄ of the NE¹/₄ of Section 2 Twp. 3N Range 11E. Said water to be used for the purpose of providing for fish and wildlife propagation and conservation and for recreation.
 This application will be taken up by the State Water Resources Commission at their office at Pierre for consideration upon the 5th day of March, 1956, at 2:00 P. M. All interested persons may appear and be heard.
 Appropriate action will be taken by the Water Resources Commission after suitable time has elapsed for the consideration of any or all information presented.
 State Water Resources Commission
 By: Chief Engineer.
 Executive Officer
 (Feb. 9-16-23, Mar. 1)



SOUTH DAKOTA DEPARTMENT OF GAME, FISH AND PARKS

NOTICE TO CONTRACTORS,
SPECIAL PROVISIONS, PROPOSAL,
CONTRACT AND CONTRACT BOND

FOR

CURLEN LAKE

Project No. 248 MEADE County.

NOTICE TO CONTRACTORS

Sealed proposals for Construction of Gurlew Lake

will be received at the office of the South Dakota Department of Game, Fish and Parks, Pierre, South Dakota, until 2 o'clock PM of the April day of 1956, at which time and place

all proposals will be publicly opened, read and considered by the Department of Game, Fish and Parks. Proposals, if mailed, shall be addressed to the South Dakota Department of Game, Fish and Parks in care of the above mentioned office, and marked "Proposal."

The following is the description and location of the work to be done:

Construct Earth Dam and Pipe Spillway approximately 10 miles north
and 4 miles east of New Underwood

The principal items involved are approximately as follows:

- | | | | |
|----|--------|----------|---------------------------|
| 1. | 4,500 | Cu. yd. | Sod Removal |
| 2. | 10,280 | cu. yd. | Core Excavation |
| 3. | 99,348 | Cu. yd. | Embankment |
| 4. | 107.6 | Cu. yd. | Concrete |
| 5. | 4,835 | lbs. | steel |
| 6. | 387 | Lin ft. | 42" corrugated metal pipe |
| 7. | 1,430 | Cu. yds. | Dumped Riprap |
| 8. | 2,000 | Cu. yd. | Gravel in place |

The work for which proposals are hereby requested is to be completed within

By November 1, 1956

All proposals shall be made on blank forms prepared by the Game, Fish and Park Department, and must be executed in complete accordance with the requirements contained in the Instructions to Bidders of the specifications. Any proposal otherwise submitted will be deemed informal, irregular and not subject to or worthy of consideration in the award of the contract. Proposal forms for this work may be obtained upon application to the State Game, Fish and Parks Department at Pierre, South Dakota.

Plans for the work may be examined at the office of the South Dakota Department of Game, Fish and Parks, Pierre, South Dakota or may be obtained by long distance bidders upon request.

The proposal guaranty required and which must accompany each proposal is a certified check issued upon a national or state bank within the State of South Dakota, and payable at sight to the South Dakota Department of Game, Fish and Parks for the amount of 5% of the bid.

The South Dakota Department of Game, Fish and Parks reserves the right to reject any or all proposals.

Elnor Peterson, Director
South Dakota Department of Game, Fish and Parks

SPECIAL PROVISIONS

All embankment is to be compacted with a sheepsfoot roller in accordance with page 20 of the "Standard Specifications for Dams & Spillways." Embankment material shall consist of material taken from the spillway channel, core and designated borrow areas.

Embankment material may be taken from two borrow areas. One borrow area will start at station 0 + 00 of the embankment cross-sections and extend north 400 feet. The second borrow area is the flat valley below the dam starting 300 feet downstream from the centerline of the dam.

Excavated material taken from the spillway channel or core which is unsatisfactory for embankment shall be wasted in the creek channel below the dam.

Material used in filling the creek channel upstream from the dam is to be compacted as embankment.

Embankment quantities shall be measured by taking cross-sections of the spillway channel and the borrow areas. No extra payment will be made for excavation of the spillway channel.

Suitable material excavated from the core shall be used in the embankment. Core excavation quantities shall be computed by taking cross-sections of the core. No additional payment will be made for excavated core material used as embankment.

The top three inches of the spillway channel, the core and the entire surface under the embankment shall be removed, stockpiled and smoothed back over the borrow pit areas after hauling from the pit has been completed. This item shall be paid for as bid item No. 1, "Sod Removal".

As suitable gravel is encountered in the excavation of core and spillway channel, the first 2000 cubic yards of this gravel shall be stockpiled. After the embankment is completed and the riprap placed, this stockpiled gravel shall be placed in a one foot layer over the riprap and in a layer 16 feet wide and 6 inches deep on the top of the embankment. This stockpiled gravel shall be measured by cross-sections of the stockpile and shall be paid for as per bid item No. 8 "Gravel in Place". Materials paid for as "Gravel in Place" will not also be paid for as embankment or core excavation.

Any gravel encountered in excess of 2000 cubic yards shall be placed in the embankment downstream from the berm and paid for as embankment.

Payment for the pipe shall be for the pipe in place and shall include collars, coupling bands and backfill around the pipe. The pipe shall be 42 inch diameter, 10 gauge, copper steel, asbestos bonded, asphalt coated, corrugated metal culvert. Joints shall be water tight, the coupling bands shall be asphalt coated on both sides and secured with rods or bolts extending around the circumference of the coupling.

The backfill around the pipes shall be thoroughly compacted to 100% of maximum density to a minimum height of one foot over the top of the pipe. This earth shall be hand tamped in accordance with page 24 of the Standard Specifications.

All cement used for Class A concrete shall be alkali resisting cement, "Dakotah" Type II, Portland cement will be acceptable.

Payment for Class A concrete is to include payment for incidental items such as excavation porous concrete, backfill and drain tile.

Riprap shall consist of loose dumped, hard, durable stone or rock evenly spread to a depth of twelve (12) inches. The rock shall have a minimum diameter of four (4) inches and a maximum diameter of twelve (12) inches.

PROPOSAL

19

PROPOSAL of

of

for construction of

Curlew Lake

located

10 miles north & 4 miles east of New Underwood

in

Meads

County.

The specifications are the Standard Specifications for Dams and Spillways issued by the South Dakota Department of Game, Fish and Parks. The plans are composed of drawings identified as follows:

"Curlew Lake" consisting of nine sheets

TO THE SOUTH DAKOTA DEPARTMENT OF GAME, FISH AND PARKS:

GENTLEMEN:

The following proposal is made on behalf of the undersigned and no others. It is in all respects fair and is made without collusion on the part of any other person, firm or corporation not appearing in the signature of this proposal.

The undersigned certifies that he has carefully examined the plans listed herein, the Specifications herein before referred to and the form of contract, and the Special Provisions, both of which are attached hereto. The undersigned further certifies that he has personally inspected the actual location of the work, together with the local sources of supply and that he understands the conditions under which the work is to be performed, or that if he has not so inspected the actual location of the work, that he waives all right to plead any misunderstanding regarding the location of the work or the conditions peculiar to the same.

On the basis of the plans, specifications, special provisions and form of contract proposed for use, the undersigned proposes to furnish all necessary machinery, tools, apparatus and other means of construction, to do all the work and furnish all the materials in the manner specified, to finish the entire project within _____ and to accept as full compensation therefor the amount of the sum of _____ the products of the actual quantities, as finally determined, multiplied by the unit prices bid. The undersigned understands that the quantities mentioned below are subject to increase or decrease, and hereby proposes to perform all quantities of work, as increased or decreased, in accordance with the provisions of the specifications, and at the unit prices bid.

Item No.	Approximate Quantities	Items with unit price written in words	Unit Price::Amount Bid			
			\$	¢	¢	¢
1	4,500	Sod Removal @				
	Cu. yds.	/cu. yd.				
2	10,280	Core Excavation @				
	Cu. yds.	/Cu. yd.				
3	99,548	Subpiment @				
	Cu. yds	/Cu. yd.				
4	109,6	"Class R" Concrete @				
	Cu. yds.	/Cu. yd.				
5	4,835	Reinf. and Structural Steel @				
	Lbs.	/lb.				
6	387	42" dia. corrugated metal culvert @				
	Lin. Ft.	/Lin. Ft.				
7	1,430	Riprap @				
	Cu. yds.	/Cu. yd.				
8	2,000	Gravel in place @				
	Cu. yd.	/cu. yd.				
TOTAL OR GROSS SUB BID						

The undersigned understands that the "Total or Gross Bid" as immediately hereinbefore set forth is not the final sum which will be paid if this proposal is accepted and the work is done, but that such sum is computed for the purpose of comparison of the bids submitted and the determination of the amount of the contract bond.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the specifications, and to give such work personal attention in order to see that it is economically performed.

The undersigned further proposes to both execute the contract agreement and to furnish a satisfactory contract bond, in accordance with the terms of the specifications, within twenty (20) days after the receipt of notice from the Department of Game, Fish and Parks that this proposal has been accepted.

Accompanying this proposal, as a guaranty that the undersigned will execute the contract agreement and furnish a satisfactory contract bond in accordance with the terms and requirements of the specifications, is a certified check for _____ (\$ _____)

It is hereby agreed that in case of failure of the undersigned to either execute the contract agreement or furnish a satisfactory contract bond within twenty (20) days after receipt of notice of award, the amount of this proposal guaranty will be retained by the State of South Dakota as liquidated damages arising out of the failure of the undersigned to either execute the contract agreement or to furnish bond as proposed. It is understood that in case the undersigned is not awarded the work, the proposal guaranty will be returned as provided in the specifications.

Respectfully submitted,

Legal name of person, firm or corporation

By _____

CONTRACT

This AGREEMENT, made by and between the State of South Dakota through its Department of Game, Fish and Parks, party of the first part, and

_____ of _____,

party of the second part, hereinafter called the Contractor.

WITNESSETH, that the said Contractor has agreed and by these presents does agree, for and in consideration of the covenants herein contained and payments to be made as hereinafter provided, to furnish all the materials, appliances, tools, food and labor of every kind and to construct in the most substantial and workmanlike manner and in accordance with the plans and specifications therefor, the various items of work awarded the said Contractor

on the _____ day of _____ 19 _____.

located in _____ County, South Dakota known as _____.

The following is a description and location of the work:

The said work shall be performed in accordance with the true intent and meaning of the plans and specifications therefor, including the Special Provisions, which plans and specifications including the special provisions are hereby referred to and made an essential part of this contract as fully and to the same effect as if the same had been set forth and shown at length in the body of this contract. The party of the first part, however, reserves the right to make such alterations, additions or deductions as are in said specifications provided for and this contract shall in no way be invalidated thereby.

It is mutually agreed by and between the parties to this contract that the notice to contractors, the foregoing proposal and the contract bond, shall be bound herewith and are hereby made a part of this contract.

The said Contractor further agrees to pay all just claims for materials, supplies, food, tools, appliances, and labor, and all other just claims incurred by him or any of his subcontractors in carrying out the provisions of this contract, and further agrees that the contract bond shall be held to cover all such claims.

It is further understood and agreed by and between the parties to this contract that the work under this contract shall be completed within

_____ unless such date of completion be set at a later date as specifically provided for in the specifications, and that the time of completion is of the essence of this contract.

In consideration of the faithful performance of the work embraced under this contract, according to the terms hereof and to the satisfaction of the party of the first part, said party of the first part agrees to pay the Contractor, such unit or lump sum prices for the work actually done as are set forth in the proposal accompanying this contract, and in the manner and subject to the conditions as set forth in the said specifications.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the

_____ day of _____ 19 ____.

STATE OF SOUTH DAKOTA

Acting by and through its
DEPARTMENT OF GAME, FISH AND PARKS

By _____
Chairman

Director

Contractor

By _____

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we

_____ of _____

hereinafter called the Principal, and _____

_____ of _____

hereinafter called the Surety, are held and firmly bound unto the State of South Dakota in the sum of _____

_____ Dollars (\$_____)

good and lawful money of the United States of America, to the payment of which sum of money, well to be made and done the said Principal binds himself, his heirs, executors, administrators or assigns and the Surety binds itself, its successors and assigns jointly and severally, firmly by these presents.

Signed, sealed and dated this _____ day of _____, 19__.

WHEREAS, said Principal has entered into a certain written contract bearing date on the _____ day of _____, A.D., 19__.

with the State of South Dakota for the _____

NOW THEREFORE, The condition of the foregoing obligation is such that if the said Principal shall well, truly and faithfully comply with and perform all the terms, covenants and conditions of said contract, on his part to be kept and performed according to the terms and tenor of said contract and shall protect the said State of South Dakota against and pay any excess of costs as provided in said contract, and all amounts, damages, costs, judgments which may be recovered against said State or its officers or agents, or which the said State of South Dakota may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work or the repair thereof or the manner of doing same, or the neglect of said Principal or his agent or servants, or the improper performance of the said

work by the said Principal or his servants or agents or from any other cause growing out of the said contract, and if the above bounden Principal, his heirs, executors, administrators or assigns, shall and will and truly pay or cause to be paid the wages stipulated and agreed to be paid each and every laborer employed by the principal, his agent, or subcontractor and all claims incurred for materials, supplies, food, tools, and appliances, in carrying out the provisions of said contract, then this obligation is null and void, otherwise to remain in full force and virtue.

And the said Surety hereby stipulates and agrees that no change, extension, alteration, deduction or addition in or to the terms of said contract or the plans or the specifications accompanying the same, shall in any wise affect the obligation of said Surety on this bond.

(Corporate Seal of Principal)

_____(Seal)

_____(Seal)

(Corporate Seal of Surety)

_____(Seal)

Surety

_____(Seal)

Countersigned at _____

Resident Agent

(Acknowledgment by Principal, unless it be a corporation)

County of _____)

STATE OF _____) SS.

On this _____ day of _____
in the year 19____, before me personally appeared _____

known to me to be the person who is described in, and who executed the within instrument, and acknowledged to me that he or they executed the same.

(Notary's seal to be attached)

Signature of Notary Public

(Acknowledgment of Principal, if a Corporation)

STATE OF _____)
County of _____) ss.

On this _____ day of _____
in the year 19____, before me _____
personally appeared _____
known to me to be _____ of the
corporation that is described in and that executed the within instrument, and
acknowledged to me that such corporation executed the same, that he resides in
_____. the he is _____
of the _____ Corporation described in and which execut-
ed the foregoing instrument; that he knew the seal of the corporation; that
the seal affixed to said instrument was such corporate seal; that it was so
affixed by order of the Board of Directors of said corporation, and that he
signed his name thereto by like order

Signature of party making affidavit

Sworn to before me this _____ day of _____, 19____.

(Notary's seal to be attached)

Notary Public

STATE OF _____)
County of _____) ss.

On this _____ day of _____, 19____.
before me _____ a notary
public in and for said county and state, personally appeared _____

_____ well known to me to be _____ a corporation that
is described in and that executed the above and foregoing instrument, and duly
acknowledged to me that said corporation executed the same.

And I certify that at the same time the said _____

_____ exhibited to me the original certificate of authority issued to said company by the Commissioner of Insurance of the State of South Dakota, and that the following is a true, perfect and complete copy thereof:

Renewable annually

No. _____

STATE OF SOUTH DAKOTA
DEPARTMENT OF INSURANCE
State Capitol, Pierre

Company's Certificate of Authority

WHEREAS, _____ Company,

a corporation organized under the Laws of _____ has filed in this office a sworn statement exhibiting its conditions and business for the year ending

_____, 19____, conformable to the requirements of the laws of this state regulating the business of Insurance; has filed a duly certified copy of its charter, with certificate of organization, and has complied with all requirements of the Insurance Laws aforesaid;

NOW THEREFORE, I, _____, Commissioner of Insurance of the State of South Dakota, pursuant to the provisions of said laws, do hereby certify that the above named Company is fully empowered through its authorized agents to transact business in the lines of insurance listed below, except those lines numbered _____

1. Life
2. Accident and Health
3. Fire and Allied Lines
4. Inland and Ocean Marine
5. Workmen's Compensation
6. Bodily injury Liability (other than Auto)
7. Property Damage (other than Auto)
8. Auto Bodily Injury
9. Auto Physical Damage
10. Auto Property Damage
11. Fidelity and Surety
12. Glass
13. Burglary and Theft.
14. Boiler and Machinery.

in this State according to the laws thereof, until the last day of _____
A.D., 19____.

In Testimony Whereof, I have hereunto set my hand and official seal at Pierre, this first day of _____, 19____.

(Seal)

Commissioner of Insurance

Notary Public

(Acknowledgment of Surety Company by Attorney in Fact.)

STATE OF _____)
County of _____) ss.

On this _____ day of _____
in the year 19____, before me _____
personally appeared _____
known to me to be the person who is described in and whose name is subscribed
to the written instrument as the attorney in fact of _____
_____ and acknowledged to me that he subscribed
the name of _____ thereto as surety,
and his own name as attorney in fact; that he resides in ; _____
_____ ; that he is the attorney in fact
of the _____

corporation described in and which executed the foregoing instrument; that he
knew the seal of said corporation; that the seal affixed to said instrument
was such corporated seal; that it was so affixed by order of the Board of Direct-
ors of said corporation, and that he signed his name thereto by like order.

(Signature of party making affidavit)

Sworn to before me this _____ day of _____, 19____.

(Notary's seal to be attached)

Notary Public

(The Surety Company must be qualified to transact business in South Dakota,
under the corporate laws of the State)