

Friday April 11th 1904

Selden M^cLaughlin

C. and L.

Specifications

DeLorenz's Exhibit 1

P R O P O S A L F O R

CONTRACT NO. _____

Anoka, Minnesota _____ 1904.

I, _____, the subscriber, do hereby propose to furnish all necessary materials, tools, appliances, and labor and do all the necessary work in the execution of contract for Ditch No. 41, according to the plans and specifications on file in the office of County Auditor of Anoka County, for the following prices to-wit:

It is hereby understood and agreed that the prices aforesaid include all the material and labor necessary to fully and finally complete said work, according to the said plans and specifications, which _____ have fully examined and _____ fully informed of the nature of the work to be done. Further propose to commence the same on or before the _____ day of _____ A. D. 1904, and to complete the same on or before the _____ day of _____ A. D. 1904, and _____ pledge _____ to enter into a written contract with the County Auditor of Anoka County with a surety bond in the sum of _____, within the space of _____ days after being notified that the foregoing bid has been accepted. In evidence whereof _____ hereby tender a certified check, payable to the Auditor of Anoka County in the sum of _____ dollars _____ which, _____ hereby agree to forfeit to said Anoka County, in case _____ shall fail to enter into contract as aforesaid.

CONTRACT DITCH #41.

Anoka County, Minnesota. SPECIFICATIONS

Work to be done.

1. The work to be done under these specifications will consist of the necessary excavations to complete Ditch No. 41, commencing 860 ft. east of the S. W. corner of N. W. 1/4 of N. E. 1/4 of Sec. 33, T. 31, R. 23; thence through Sec. 33 and 28 and along the west line of Secs 28, 21 and 16; thence westerly ^{through} the northerly part of Sec. 17 and 18, and entering Sand Creek near the center of the S. W. 1/4 of Sec. 7, T. 31, R. 23; thence along Sand Creek and terminating in the southerly part of the N. W. 1/4 of the S. W. 1/4 of Sec. 12, T. 31, R. 24; also the various branches, as shown on the map on file in the office of the Auditor of Anoka Co.; and all other work necessary for the proper fulfillment of the contract according to the meaning and intent of the plans and specifications aforesaid.

(2) The contractor will be required to furnish all materials implements and labor required to complete the work according to these specifications and plans.

3. The whole work must be conducted and completed in a thorough and workmanlike manner and under the supervision of the Engineer in charge, or his authorized assistant.

EXCAVATION.

1. The term excavation shall include the removal of all solid material within the limits of the ditch, as defined on the map and profile ~~and~~ staked out by the engineer in charge. It shall also include, unless otherwise specified, all necessary grubbing, clearing and disposing of wood or stumps or removing of fences or other obstructions from the work.

2. All excavated material shall be paid for by the cubic yard; the price per cu. yd. to include the removal of all brush, stumps or other debris and all clearing and grubbing incident to the completion of said ditch.

(3) Stakes will be set by the engineer in charge for center line, where new ditch is to be made, and at the right side when following lines of old ditches, to be enlarged or repaired.

(4) Final levels will be taken by the engineer for which sufficient notice must be given by the contractor to said engineer. Contractor will not be allowed for excavation beyond the limits prescribed nor below grade. The depth of cut is in all cases to be taken from the meadow level, and not from the embankments of old ditches.

(5) All material is to be deposited in a uniform manner, leaving a berm between its base and the edge of the ditch of at least 6ft.; all slopes are to be 1 to 1, and dressed smooth and even.

(6) If for any reason it becomes necessary or desirable to change the ditch line, the County reserves the right so to do, and when such change is made, the work resulting therefrom must be done by the contractor and will be paid for at the prices stipulated in this contract. The contractor will be liable for all damages caused by trespass or excavation, not called for by these specifications.

(7) Excavations at or near bridges must be made with care in such a manner as not to move or weaken the structure. In any case, if damage is done to said bridge by such work, the contractor will be charged with the repairing of the structure.

BRIDGES.

(1) All alterations to bridges on Ditch No. 41, shall be made according to the plans furnished by the engineer in charge of the work, which plans are made a part of these specifications, in the best and most workmanlike manner. All timber used shall be of a quality, acceptable to the engineer in charge of the work.

(2) Each bridge altered or built shall be paid for in a lump sum, which price shall include all expense for labor, and material and from any source connected with the completion of said work.

(3) Alterations at bridges shall be made at a time approved

by the engineer and shall be carried on with as little inconvenience to public travel as possible. Bridges and crossings shall be properly safe-guarded day and night and the contractor shall be held liable for any claim for damages resulting from carelessness or neglect in safe-guarding such bridges and crossings.

GENERAL PROVISIONS.

(1) The plans and specifications are a part of the *contract* and will be held to cover all work that can be reasonably inferred as needed.

(2) All work will be neatly cleared up on completion, ready for use.

(3) The contractor hereby assumes all risks and liabilities for accidents or damages that may accrue to persons or property during the prosecution of the work by reason of the negligence or carelessness of himself, his agents or employees.

(4) The successful bidder shall satisfy the County Auditor before the contract is awarded to him that he has or will promptly provide suitable and proper men and all tools and machinery for the completion of the work.

(5) The work shall progress in such manner and at such times as the engineer may direct. The same to be completed on or before _____, 1904.

(6) The contractor shall give his personal attention to the work while it is in progress or place it in charge of a competent foreman, who shall have authority to act for the contractor and be acceptable to the engineer. No work shall be sub-let without the consent of the County Auditor.

(7) The contractor shall be governed in the execution of the entire work by the requirements of Chapter 258, General Laws of 1903, and the Amendments thereto so far as they relate to him. The word engineer in these specifications is understood to mean the engineer in charge, elected by the Board of County Commissioners or his authorized representative.

(8) The work must be started within _____ days after being ordered by the Engineer.

(9) Estimates will be given _____ in the manner provided by law.

(10) The engineer shall be the interpreter of these specifications, and his decision shall be final and binding upon both parties.

INSTRUCTIONS TO BIDDERS.

(1) Bidders are expected to inform themselves as to all conditions and requirements before bidding.

(2) Bids will be made upon the blank form which follows these specifications, which specifications, with the original bid will be attached to and form a part of the contract, and a copy of these specifications must accompany the bid.

(3) Each bid shall be accompanied by a certified check as provided for in Sec. 13, Chapter 38, General Laws for 1902. Envelopes containing bids will be endorsed "Bid for Contract on Ditch No. 41" and must have the name of the bidder plainly written or printed thereon.

(4) Each signature to proposals shall be written out in full accompanied by the place of residence and post office address of the bidder.

(5) No bids will be received after the time set for opening them.

(6) The County Auditor reserves the right to reject any and all bids.
