

CONTRACT AND SPECIFICATIONS
OF
COUNTY DITCH NO. 41 Repairs.
ANOKA COUNTY.

CONTRACT AND SPECIFICATIONS

IN RE

Repairs County Ditch No. 41 of Anoka County, Minnesota.

THIS AGREEMENT Made and entered into this 3rd day of October A.D. 1917, between the County of Anoka, in the State of Minnesota, party of the first part and

K.C. Richardson
of Anoka, Minn., party

of the second part:

WITNESSETH, That for and in consideration of the payments to be made by the said party of the first part at the times and in the manner as hereinafter mentioned, the said party of the second part covenants and agrees at his own sole cost and expense to build, construct, and complete in the most skillful and workmanlike manner all of Repairs County Ditch No 41, of Anoka County, Minnesota, and all its branches, laterals, and construction work in accordance with the plans and specifications comprising the report of the Civil Engineer appointed in the proceedings known as Repairs County Ditch No. 41, which said report, plans and specifications are hereby referred to and made a part hereof, as well as such other, further and supplemental plans and specifications as shall hereafter be made by the said engineer, and also in accordance with the specifications herein set forth for the sum of Sixteen Thousand Four hundred and 00/100 Dollars, (\$ 16,400.00) as given in my bid submitted for the said work on the 3rd day of Oct A.D. 1917, the said work being the construction of Repairs County Ditch No. 41, Anoka County, Minnesota, in the said County; and it is agreed that the work shall be done within the time as hereinafter specified and in the manner herein specified and in accordance with the report of the Civil Engineer appointed in said proceeding, plans and specifications and profiles of said ditch, which are on file in the office of the Auditor of Anoka County, Minnesota, and in accordance with the Laws of the State of Minnesota relative to the construction of public ditches in the said State.

AND IT IS FURTHER AGREED, That the said party of the second part shall commence work within 5 1/2 mos. ~~days~~ from date and shall complete the above described work on or before the

15th day of Nov. A. D. 1918.

AND IT IS FURTHER AGREED, That the said party of the second part will furnish all materials, tools, labor and appliances, necessary for the construction of said work in the manner and within the time as set forth in this agreement.

AND IT IS FURTHER AGREED, That no claim for extra work or alterations shall under any circumstances, be allowed or considered, unless the same shall have been done in pursuance of the written order of the said engineer, and all materials and work, whether herein specified or ordered in addition thereto, shall be measured and estimated upon the terms and conditions as may be prescribed by this contract and the said engineer.

AND IT IS FURTHER AGREED, That all the work herein specified shall be done and prosecuted under the direction of and acceptable to the said engineer, and the said engineer may from time to time condemn and reject any materials used or proposed to be used by said party of the second part, or any sub-contractor under him, which shall fail to conform to this contract and the specifications herein set forth, and any materials so condemned and rejected shall be forthwith replaced by other materials conforming to the requirements hereof.

AND IT IS FURTHER AGREED, That as the work progresses the engineer, with the consent of the County Auditor of the above named County, may alter or change the plans, specifications, or the manner of conducting the work as circumstances may require, but it is agreed that no change will be made that will substantially impair the usefulness of any part of the ditch, or substantially alter its original character, or increase its total cost by more than Ten (10) per cent of the original contract price. And, any charges so made shall be done only on the written order of the said engineer.

AND IT IS FURTHER AGREED, That any decision order, or estimate rendered by the said engineer shall be conclusive upon the said party of the second part hereto.

AND IT IS FURTHER AGREED; That the laws of the State of Minnesota, pertaining to the construction of public ditches, and all matters relating to the payment thereof, and the conditions thereof, whether set forth in this contract or otherwise, are made a part hereof and control the parties hereto if not mentioned herein, as fully as if the same were specifically set forth herein.

AND IT IS FURTHER AGREED, That the time shall be the essence of this agreement, and should the party of the second part fail to complete the work as hereinbefore described, in the manner herein described, or within the time as herein set forth, or according to the terms of this agreement, then the said party of the second part shall forfeit to the said County of Anoka, the sum of Ten Dollars, (\$10.00) for each and every day that the said work remains in an unfinished condition after the time above specified.

TERMS.

County Commissioners. The term "County Commissioners" wherever used in this agreement is intended to designate a majority of the members of the Board of County Commissioners of the County of ~~Anoka~~ Anoka, in the State of Minnesota.

Contractor. The term "Contractor" wherever used in this agreement is intended to designate the party of parties who may contract with the County for the construction of any part of this work.

Engineer. The term "Engineer" wherever used in this agreement is intended to designate the Civil Engineer, who has been appointed by the County Commissioners of Anoka County for the survey and superintendance of this work.

Plans. The plans, reports, specifications and the General Laws of the State of Minnesota relative to the construction of public ditches must

be considered in submitting bids on this work and for the construction of the same.

**Claims
and
Liens.**

The contractor will be required, and hereby agrees to save and hold the County harmless against all claims and liens for labor or materials furnished, during or under this contract and will, if required, furnish satisfactory proof that all such claims have been paid.

Estimates.

The making of estimates shall not be considered as an acceptance of any portion of the work or materials, but the contractor shall be liable to all the conditions of these specifications and his agreement until the job is completed and accepted.

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

General

This work shall consist of furnishing all materials, tools, labor and appliances and building complete in every detail Repairs County Ditch No.

Description.

41, of Anoka County, Minnesota, to the satisfaction of the County Commissioners of Anoka County, and the engineer and in compliance with the plans and reports of such on file and of record in the office of the Auditor of the said County, and these specifications.

Time.

Work shall commence on or before the 15th day of April A. D. 1918, and shall be pushed with due diligence until its completion, which completion shall occur before the 1st day of Nov A. D. 1918.

**Clearing
and
Grubbing.**

The contractor shall clear the part of the right of way to be occupied by the ditch from all trees, underbrush, roots and stumps to a width of Four (4) feet on each side of the top of the finished ditch and its branches. Such trees, underbrush, to be clipped of its branches and piled outside the earth taken from the prism of the ditch and its branches,

and shall be and remain the property of the owner of the land on which said trees, etc., are found.

Opening.

Where the ditch is designated to be an open ditch, the top shall be opened sufficiently to secure a completed ditch of the required width even though the opening has to be made wider than the width stated in the report of the engineer.

Entrances of Water Courses.

All downstream ends of cut offs in old ditches and the entrances of all water courses into the ditch shall be left open. Openings of at least Three (3) feet in width shall be left in the spoil banks every Two Hundred (200) feet to permit the entrance of surface water. Old spoil banks at these openings shall be cut down to the natural level of the surrounding ground.

Material Deposited.

From open ditch, all material shall be removed from the prism of the ditch and deposited on either side thereof unless otherwise directed by the engineer. On the main ditch from the Great Northern railroad tracks to County Ditch No. 54, the material removed from the ditch shall be placed in and used to fill in sand creek so called.

Obstructions.

There are three obstructions on the Main Ditch, namely: the Great Northern Railroad grade, tracks and concrete culvert and two concrete and steel bridges. The contractor shall include in his bid whether a lump sum or unit price bid the cost of getting over or around these obstructions with a dredge. Any excavation at these places not accessible to a dredge shall be done otherwise.

Crosses

Road.

Where the line of the ditch crosses a traveled or legally established road, the material from the ditch will be deposited in such a manner as the engineer may direct.

Highways.

The contractor will give notice to the Township Supervisors at least one week before he crosses any public highway with an open ditch.

Berm.

Where the material from the ditch is deposited as a spoil bank, no earth or other material shall be left on the side of the ditch within four (4) feet of either side of the completed ditch. This space of four (4) feet shall be, when the ditch is completed, free from earth or any other material or roots or stumps.

Old

Where the bank of the ditch runs within twenty (20) feet or less of a bank of any old ditch or creek, the material from the new ditch shall be deposited in the old ditch or creek until sufficient earth has been deposited therein to completely fill the same.

Ditches.

Culverts.

All culverts shall be of the size and gauge as given on the plans and shall be 99.8 pure iron.

Bridges.

The bridging of the roads where the ditch crosses a road will be done by the Board of Supervisors of the town in which the crossing is situated unless otherwise designated and then will be built in accordance with the plans in said engineer's report.

Staking.

The ditch and its branches has been staked by placing numbered stakes at each one hundred (100) feet and by placing a larger pole where the line of the ditch changes. These stakes are on the center line of the proposed ditch and its branches and should be closely followed in the construction of the same.

Excavation.

The ditch and its branches will be excavated to the depth, the width on top, the width on the bottom and have the banks of the slope as given and set forth in the report of the engineer, on file in the office of the Auditor of the said County. The bottom between each one hundred (100) foot station will be made smooth

and straight, and the banks will have a uniform slope of One (1) to One (1) between each of said points, unless otherwise designated on plans.

Levels have been taken at the uneven points between One Hundred (100) foot stations, and quantities estimated for such unevenness, so that the contractor will receive payment for each cubic yard removed.

Open Ditches.

The general form of the open ditches shall be of the required depth and having the side slopes One (1) to One (1) between the stations and the ditch will have the same slope of the sides and shall be of sufficient width on top to secure that slope.

AND IT IS FURTHER AGREED, That the payment of Fifteen thousand Four hundred Dollars, (\$16,400~~X~~) for the construction of said ditch, branches, laterals, and other construction incident thereto will be made by the said party of the first part in accordance with and at the time established by the Laws of the State of Minnesota.

IN WITNESS WHEREOF, The said parties to this agreement have hereunto set their hands and seals the day and year first written above.

IN PRESENCE OF

Jamie B. Sanfest
Carie O. Piper

Charles E. Green as S. H. R.

Amos Goodrich

W. H. Russell (Seal)
Chairman Board of R. Com.

Wm. C. Munn (Seal)

Attest R. D. R. Coover (Seal)

Wm. C. Munn (Seal)

J. P. Richardson (Seal)

----- (Seal)

----- (Seal)

----- (Seal)

----- (Seal)

[BOND]

Know All Men by These Presents, That K. C. Richardson, of Anoka, Minnesota,
as Principal, and LION BONDING & SURETY COMPANY a corporation of Omaha, Nebraska,
as surety,

are held and firmly bound unto the County of Anoka
State of Minnesota, and to any person or persons who may show themselves to be aggrieved or injured, by any breach
of the contract described herein, in the sum of Sixteen Thousand Four Hundred (\$16,400.00) DOLLARS,
lawful money of the United States of America, to be paid to the said County of Anoka
State of Minnesota, its successors or assigns, and said persons aggrieved or injured, their heirs, executors, administrators
or assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators
firmly by these presents.

Sealed with our seals and dated the 3rd day of October, A. D. 1917
The condition of the above obligation is such that, whereas at a public sale of the jobs of digging and constructing
that certain ditch designated and numbered as County Ditch No. 41 held on the 3rd
day of October, A. D. 1917 certain sections thereof numbered repairing said ditch as
per specifications hereto attached,

were duly sold to the said K. C. Richardson and the said
K. C. Richardson has made a contract with the said County of
Anoka State of Minnesota, bearing date the 3rd day of October,
A. D. 1917, to construct the same:

Now, Therefore, If the said K. C. Richardson
shall and does faithfully as they become due, pay all just claims for all work and labor performed and all skill and material
furnished in the execution of said contract and save the said second party harmless from any cost, charge or expense
that may accrue on account of the doing of the work specified in said contract and shall and does faithfully perform
and fulfil his said contract and pay all damages which may accrue by reason of the failure to complete the said job
and contract, within the time and in the manner required in said contract, therefor, then the above obligation to be void,
otherwise to remain in full force and virtue; and in case of failure to construct said work according to the terms of said
contract, the bondsmen hereon shall be liable for all damages resulting from such failure, whether the work be resold
or not, and that any person showing himself injured by such failure may maintain an action upon this bond in
his own name, and that actions herein shall be successive in favor of all persons so injured. And no change, exten-
sion, alteration or addition to the terms of said Contract or Specifications, shall in anywise affect the obligation of the
principals or sureties hereon.

Signed, Sealed and Delivered in the presence of

Charles C. Green }
Anna Goodrich }

K. C. Richardson [SEAL]
LION BONDING & SURETY COMPANY [SEAL]
By John M. Adkins [SEAL]
(Attorney in Fact.)

James Richardson
James B. Hillen

State of Minnesota,

County of Anoka

} ss.

W. C. Richardson

came personally before me, on this

1st

day of December, A. D. 1917, to me well known to be the person who executed the foregoing bond and ~~set~~ acknowledged that he executed the same as his free act and deed.

State of Minnesota,

} ss.

Carlo Daniel Peterson
Notary Public

State of Minnesota)
County of Hennepin) ss. SH

Be it known, that on this 3rd day of October, A. D. 1917, before me appeared John S. Steves to me personally known, who being by me sworn, did say that he is the A and Attorney-in-fact, of the LION BONDING & SURETY CO., the A tion whose name is affixed to the foregoing instrument; A seal affixed to the foregoing instrument is the corporate the said corporation, and the said instrument was executed of said corporation by authority of its Board of Directors and John S. Steves acknowledged said instrument to be t and deed of said corporation.

Subs.

William Steves
Notary Public, Hennepin County, Minn.
My Commission Expires July, 19, 1922

Notary Public.

County, Minn.

My commission expires, 19

I, , the Civil Engineer appointed by the County Board to survey the ditch mentioned in the foregoing and attached Contract and Bond, do Certify that the said Contract and the Bid therein mentioned is in compliance with the plans and specifications of such ditch and I do hereby approve the same.

Civil Engineer

Dated this day of , 19

*O.K. as to form & legality
signed J. S. Steves
County*

DRAINAGE BLANK.

IN THE MATTER OF THE PETITION OF

AND OTHERS
Repairs
For Constructing

County Ditch No. 41

Contract and Contractor's Bond
OF

K. C. Richardson
of
Anoka, Minnesota

The within Bond and the sureties therein are hereby approved this 1st

day of December, 1917

Wm. Steves
Notary Public

Filed 01, 19

County Auditor.