

8567

IN THE MATTER OF

(COUNTY) (JUDICIAL) DITCH NO. \_\_\_\_\_,

COUNT \_\_\_\_\_, MINNESOTA.

**CONTRACT FORMS**  
**and**  
**SPECIFICATIONS**

Bids to be opened at the office of the County Auditor of \_\_\_\_\_  
County, at \_\_\_\_\_, Minnesota, at \_\_\_\_\_ o'clock, \_\_\_\_\_ M.,  
on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_.

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
Engineer

## EXPLANATORY NOTE

The Contract Forms and Specifications contained herein are sent to interested contractors as information of a general character covering work for which bids are invited in County and Judicial ditch proceedings. These General Forms and Specifications are standard, and with the exception of details peculiar to each project, will meet all the conditions encountered on the average drainage job. It should therefore be understood that the formal contract which will be required to be executed by the successful bidder may contain specifications to cover such details which are not included herein; also that changes and alterations may be made in this general outline as the requirements and exigencies of the job may dictate, and as the engineer and officials concerned with the award of the contract may direct.

The contractor should examine the plans, cost estimates and data on file in the proceedings, and communicate with the engineer on subjects which need explanation before submitting his bid.

STATE OF MINNESOTA

COUNTY OF Anoka

In the Matter of <sup>REPAIRS</sup> ~~(Judicial)~~ (County) Ditch Proceedings now pending in Anoka

County, Minnesota, and known as (Judicial) (County) Ditch No. 41

AGREEMENT

Exhibit "A" Of Contract

THIS AGREEMENT, Made and entered into this 30<sup>th</sup> day of July 1924, by and between Benjamin Cipra and Frank Herad herein called the Contractor.s, and the County of Anoka, in the State of Minnesota, herein called the County, in accordance with an act of the legislature of the State of Minnesota being Chapter 230, General Laws of 1905, and all acts supplementary and amendatory thereto.

WITNESSETH, That the Contractor.s for and in consideration of the sum of nineteen hundred forty-one and 4/100 dollars \$ 1941.44 dollars, to be paid as herein provided, and of the mutual agreements herein contained, hereby covenants and agrees to and with the County as follows, to-wit:

ARTICLE I. That the Contractor.s will construct and finish in every respect, in the most substantial and workmanlike manner, and to the satisfaction of the County Board and the Engineer appointed by the above named County Board to survey and superintend the work to be performed under this contract, for the prices named in the Proposal and in accordance with and in strict compliance with annexed Plans and Specifications, which Proposal, Plans and Specifications are made a part of this Contract, all the work required to construct and complete those certain parts and sections of Repair County Ditch No. 41 in the County of Anoka, State of Minnesota, listed and described in the following schedules subject at all times to all the requirements of law relating to such work and such contracts.

ARTICLE II. That the Contractor.s will pay and cause to be paid as they become due all just claims by persons or corporations supplying skill, labor, tools, material or any supplies furnished the Contractor and used in the performance of this Contract, and save harmless the County from all legal costs and charges that may accrue on account of the doing of said work herein specified and contracted to be done.

ARTICLE III. That the Contractor.s will fully complete the said work not later than the 15<sup>th</sup> day of October 1924 and that time shall be the essence of this Contract; and that if the Contractor shall fail to complete said work within the time above limited, They shall forfeit and pay to the County as liquidated damages for such default the sum of Ten \$ 10.00

.....Dollars for every subsequent day that such failure shall continue after said time limited for the completion of said work or for each day that such failure shall continue after the expiration of any extension of time which they may obtain to complete said work in the manner herein provided; and that no extension of time within which to complete said work which they may obtain shall affect the right of the County to enforce such forfeiture and payment of damages as shall occur by reason of failure of the Contractors to complete said work within the time herein limited, or which may occur after the limit of such extension.

ARTICLE IV. That no extension of the time within which said work is herein agreed to be done and completed shall be granted except upon the application, in writing, by the Contractor, to the County Auditor of the County as provided by law, showing to his satisfaction good and sufficient reasons therefore and his approval thereof and agreement thereto.

ARTICLE V. That said engineer shall have the right by and with the consent of the County Auditor made upon application therefore to modify his said plans and specifications of said work as such work proceeds and circumstances may require in accordance with sections G-17 and G-18, General Conditions of the Specifications, provided that no changes shall be made that will substantially impair the usefulness of any part of said ditch, or substantially alter its original character, or increase its total cost by more than ten percent of the total original contract price for the construction thereof; and in case of modification of said Plans and Specifications as above provided, the Contractor will construct and complete said work according to said Plans and Specifications as so modified.

ARTICLE VI. That the relations of the Contractor S to the County shall be those of public contractor as governed by the laws of the State of Minnesota.

ARTICLE VII. That the performance of said work shall in all respects and at all times be subject to the inspection and direction of said Engineer; and that acceptance of said work shall, upon its completion, be subject to the approval of said Engineer and in compliance with the provisions of law governing the acceptance of said contract.

ARTICLE VIII. If the contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this contract according to the true intent and meaning thereof, the County may avail itself of any or all remedies provided in its behalf by law and in this Contract, and shall have the right and power to proceed in accordance with the provisions thereof.

ARTICLE IX. That it is hereby mutually agreed by both parties to this Agreement that the following exhibits attached hereto and made parts hereof shall constitute integral parts of said Agreement, the whole to be collectively known and referred to as the Contract:

Agreement,	Exhibit "A"
Bond,	Exhibit "B"
Advertisement,	Exhibit "C"
Proposal,	Exhibit "D"
Specifications,	Exhibit "E"

ARTICLE X. That the classification, quantities, unit prices and itemizations contained in the following "Schedule of Prices", which classification, quantities, unit prices and itemizations are the same as those stipulated in the Proposal submitted by the Contractor A for the performance of the work required under this Agreement, shall govern the payment by the County for the work performed.

#### SCHEDULE OF PRICES

(To be filled in by items, unit prices and totals contained in the Proposal submitted by the Contractor ----- at the sale of the Contract.)

ARTICLE XI. That said County....., in consideration of the agreement herein contained, and upon the performance and completion of said work by the Contractor..... as herein agreed, the inspection and approval thereof by said Engineer, and the surrender of the certificate of acceptance thereof to be issued by said Engineer to said Contractor..... to the County Auditor..... of said County....., and his approval thereof endorsed thereon, agree..... to pay to said Contractor..... the contract price specified herein for said work out of the general ditch fund of said County..... in accordance with the provisions of the laws of the State of Minnesota governing the payment of Contracts in its ditch proceedings.

IN WITNESS WHEREOF, The Contractor..... have..... hereunto set their hands and the County..... has..... caused the same to be signed in its name..... by the County Auditor, Chairman of the County Board and the Clerk of the District Court of Anoka County; and the County Auditor..... of..... County..... this..... day of..... 192-.....

COUNTY OF Lipton & Herad  
By T. B. B...  
County Auditor

COUNTY OF.....  
By.....  
County Auditor

The Contractor's  
Bey. Cipra.  
Frank Herad

COUNTY OF Anoka  
By Arthur H. Oswell  
County Auditor

By E. L. Ferguson  
Chairman of the County Board

By Theo. A. E. Nelson  
Clerk of the District Court

The foregoing contract, and the plans and specifications made a part thereof, and the form thereof, are hereby approved this 30 day of aug, 192-7.

.....  
Civil Engineer  
Melan Marchand  
County Attorney

**BOND**

**Exhibit "B" Of Contract**

KNOW ALL MEN BY THESE PRESENTS, That Benjamin Cipra and Frank Nerad, copartners, doing business as Cipra and Nerad as principals and Federal Surety Company, a Corporation of Davenport, Iowa as surety, are held and firmly bound unto the County of Anoka in the State of Minnesota, for use of said County, and also for the use of any person or persons who may perform any work, or labor, or furnish any skill or material used in the performance of the Contract as herein stated, or who may show themselves to be aggrieved or injured by any breach of said Contract in the sum of Nineteen Hundred Forty-one-44/100 (\$1941.44) dollars, lawful money of the United States of America to be paid to said County and said person or persons above specified, their heirs, executors, administrators and assigns, for which payment well and truly to be made we bind ourselves and each of ourselves, and our and each of our heirs, executors, administrators and assigns firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the above named principals have entered into a Contract executed under date of July 30th 1924 which Contract is made a part hereof, whereby they have agreed to construct and complete certain parts and sections of Repair County Ditch No. 41 in the County of Anoka State of Minnesota, as set forth in Article I of the Agreement and more specifically described in the several exhibits which are made a part of this Contract.

NOW THEREFORE, If the said principal shall well and truly perform and fulfill this Contract; shall pay all damages liquidated or otherwise which may accrue by reason of failure to complete said Contract according to the terms thereof; shall pay as they become due all just claims by persons or corporations supplying skill, labor, tools, material, groceries, lumber, board, hay, grain or any supplies furnished the Contractor and used in the performances of this Contract; and save harmless the County and all persons herein specified from all cost and charges that may accrue on account of the doing of said work specified to be done in said Contract; then this obligation shall become and be void and of no effect, otherwise it shall be and remain of full force and effect.

It is hereby stipulated and agreed to by and between all parties hereto that the sureties hereon shall be liable for all damages resulting from any failure of said principal.s to perform said work within the time limited in said Contract for completing the same, and the failure of said principal.s to perform said work in any other respect according to said Contract, whether the said work be resold, relet or not; and that no extension of time in said Contract limited for completing said work shall in any respect affect the right to enforce the forfeiture and damages specified in said Contract in case of the failure of said principal.s to complete said work within the time originally limited in said Contract for the performance thereof, or within the time limited by such extension for the performance thereof. And it is further stipulated and agreed to by and between all said parties hereto that any person showing himself injured by the failure of said principal.s to perform and complete said work according to said Contract, may maintain an action upon this Bond in his own name and that such right of action shall be successive in favor of any and all persons so injured.

IN WITNESS WHEREOF, The said principal.s and said Sureties have hereunto set their hands and seals this 30th day of July 19 24.

IN THE PRESENCE OF

*M. Shillock*  
*W. B. ...*

*Cipra & Nerad*  
By *T. Cipra*  
Principals

Federal Surety Company  
By *Leon Fitzgerald*  
Leon Fitzgerald  
Attorney-in-Fact.

*M. Shillock*

VERIFICATION OF PRINCIPAL AND SURETY

STATE OF Minnesota )  
COUNTY OF Hennepin ) ss

On this 16th day of July, 1924, before me personally appeared Benjamin Cipra and Frank Nerad to me known to be the persons described in, and who executed, the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Minneapolis, Minn. the day and year last above written.

My commission expires RUSSELL J. SCHUNK  
Notary Public, Hennepin County, Minn.  
My commission expires June 15th, 1930

*Russell J. Schunk*  
Notary Public.

7033 2-M 4-24-22.

Notary Public

County, Minnesota.

My Commission expires

Surety

STATE OF MINNESOTA  
COUNTY OF Hennepin }

On this 30th day of July, A. D. 1924, before me appeared Leon Fitzgerald to me personally known, who, being duly sworn, did say that he is the attorney-in-fact of the Federal Surety Company, a corporation, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the Leon Fitzgerald acknowledged said instrument to be the free act and deed of said corporation.

*Arline M. Shillock*  
Notary Public

ARLINE M. SHILLOCK  
Notary Public, Hennepin  
My commission expires Sept. 10th, 1929.

*atk. as to from execution  
M. A. Manchester  
Co. atty Aug 30/24*