

Forms and Specifications prepared under the direction of the Department of Drainage and Waters, State of Minnesota,

IN THE MATTER OF

(COUNTY) (~~JUDICIAL~~) DITCH NO. 71,

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 (~~Judicial~~) ^{Repairs} (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 *30th* day of *July* 19*24*, by and between *Benjamin Cipra and Joseph Nerad* 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 44/100 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 1. 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 will fully complete the said work not later than the *15th* day of *Oct.* 19*24* 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

.....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 Contractor 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 A, to the County Auditor..... of the County g 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 Cauditor 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 A will construct and complete said work according to said Plans and Specifications as so modified.

ARTICLE VI. That the relations of the Contractor A to the County g shall be those of..... public contractor A 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 A 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 g 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 g 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 y, in consideration of the agreement herein contained, and upon the performance and completion of said work by the Contractor A 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 A to the County Auditor of said County y, and his approval thereof endorsed thereon, agree to pay to said Contractor A the contract price specified herein for said work out of the general ditch fund of said County y 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 A ha me hereunto set thin hand s and the County y ha A caused the same to be signed in it name by the County Auditor, Chairman of the County Board and the Clerk of the District Court of County y County; and the County Auditor A of County y Count this day of 192

The Contractor

COUNTY OF _____

By _____
County Auditor

COUNTY OF _____

By _____
County Auditor

By _____

COUNTY OF _____

By _____
County Auditor

By _____
Chairman of the County Board

By _____
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 _____ day of _____, 192_____.

Civil Engineer

County Attorney

BOND

Exhibit "B" Of Contract

KNOW ALL MEN BY THESE PRESENTS, That

..... as principal

and

as suret....., are held and firmly bound unto the Count..... of

..... in the State of Minnesota, for use of said Count.....,

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

.....dollars, lawful money of the United States of America to be paid to said Count..... 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 principal... ha... entered into a Contract executed under date of19..... which Contract is made

a part hereof, whereby ha..... agreed to construct and complete certain parts and sections of Ditch No..... in the Count..... of

..... 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 Count.... 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..... to perform said work within the time limited in said Contract for completing the same, and the failure of said principal..... 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..... 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..... 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..... and said Sureties have hereunto set their hands and seals this day of19.....

IN THE PRESENCE OF

.....
.....

.....
Principals

.....
Surety

VERIFICATION OF PRINCIPAL AND SURETY

Principal

STATE OF MINNESOTA }
COUNTY OF

On this day of A. D. 19..... before me appeared
.....and
..... to me personally known, who, being duly sworn, each did say, that he
..... is the President, and he
..... is the Secretary of the.....
....., a corporation, and that the seal affixed to said instru-
ment is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf
of said corporation, by the authority of its Board of Directors and said
.....and
..... acknowledged said instrument to be the free act and deed of said corporation.

.....
Notary Public

..... County, Minnesota.

My Commission expires

Surety

STATE OF MINNESOTA }
COUNTY OF

On this day of A. D. 19..... before me appeared
..... to me personally known, who, being duly
sworn, did say that he is the attorney-in-fact of the.....
....., 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
..... acknowledged said instrument to be the free act
and deed of said corporation.

.....
Notary Public

ADVERTISEMENT INVITING BIDS.

Exhibit "C" Of Contract

NOTICE TO DRAINAGE CONTRACTORS

Office of County Auditor County, Minnesota

..... Minnesota, 19.....

Notice is hereby given, That sealed bids will be received at the office of the County Auditor of County at Minnesota, until o'clock M. 19..... for the construction of (Judicial) (County) Ditch No., located in Count..... Minnesota. Said Construction involves :*

The Engineer's estimated cost of the several items of construction, including material required is as follows.*

The work is located an average distance of miles from on the railway, and is accessible over (passable) (good) (excellent) roads.

Bids are invited for the work as one job, and also for any one or more of the sections thereof, or any one or more of the construction jobs. Each bid must be accompanied by a certified check made payable to for not less than ten per cent of the amount bid. No bid can be entertained which exceeds by more than thirty per cent the Engineer's estimated cost. All bids received will be publicly opened and read, and the contract awarded to the lowest responsible bidder.

The right to adjourn the letting of the Contract to a time and place other than that noted herein, or to reject any and all bids is reserved.

For particulars regarding the work, and for blank forms on which to submit bids, address , Civil Engineer in charge of the work.

.....
County Auditor County
.....
.....
.....
.....
.....

* For items of construction and Engineer's estimates of cost direct inquiry to the engineer in the proceedings.

PROPOSAL*
Exhibit "D" Of Contract

PROPOSAL FOR THE CONSTRUCTION OF **DITCH NO.**,
 **Count**, **Minnesota.**

..... 19.....
 To the County Auditor of County.
 Minnesota.

Pursuant to advertisement inviting bids for the construction of Ditch
 No., Count..... the
 undersigned Bidder agrees to do all the work and furnish all the material required to construct those cer-
 tain parts of said Ditch No....., for which this Proposal is submitted in
 accordance with the Plans and Specifications which are a part of the Engineer's Report on file as a part
 of the proceedings of said Ditch, and binds himself upon the acceptance of this Proposal to execute a Con-
 tract with the necessary Bond, of which this Proposal, the said Advertisement, Agreement, Plans and
 Specifications shall be a part, for performing and completing said work within the time required in the
 Agreement, and at prices named in the Schedules which follow, and are a part of this Proposal.

The Bidder furthermore agrees that in case of his default in executing such a Contract with the
 necessary Bond, the proceeds of the check accompanying this Proposal shall be and remain the property
 of the Count..... of
 Minnesota.

The Bidder has the following named types of machines and equipment located at
 which may be installed on the work for which this Proposal is submit-
 ted, on or before 19.....

The Bidder encloses herewith a certified check for \$.....

SCHEDULE OF PRICES

1. Job Proposal

(To be used when submitting proposals for a given class or portion of the work as one job.)

Item	Location and Classification	Total Bid

Signature

By

Address

Corporation organized under the laws of the state of

*Proposal blanks may be obtained by writing the engineer in the proceedings.

SCHEDULE OF PRICES

(To be attached to "Proposal".)

3. Tile Drain Construction

(1) Item	(2) Location ("Main ditch" "Branch No. 1" Etc.)	(3) Lineal Feet	(4) Dia. of Tile in Inches	(5) Av. Depth of Trenching	(6) Aver. Haul In Miles	(7) Wt. in Tons per 100 ft. Station	(8) (9) (10) Price per 100 feet			(11) Total
							F. O. B Station	Hauling and Distributing	Trenching, Laying, Back filling	
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										

Explanatory Note: Columns (1), (2), (3), (4), (5), (6), (7), and (11) are to be filled in by the engineer. The bidder is to submit his unit prices in either or all of columns (8), (9) and (10) depending upon the class or classes of work for which he bids. Prices for tile submitted in column (8), and prices for hauling and distributing submitted in column (9), are to be based on delivery of material F. O. B. cars at -----, Minnesota.

Signature

By

Address

Corporation organized under the laws of the state of

SCHEDULE OF PRICES

(To be attached to "Proposal".)

2. Open Ditches, Clearing, Culverts and Bridges, Road Construction and Miscellaneous Items, Except Tile Work

(1) Item	(2) Location ("Main Ditch" "Lateral No. 1," etc.)	(3) Classification ("Floating Dredge Ex- cavation," "Dry Excava- tion," "Clearing," "Concrete Culverts," etc.)	(4) Number of Contract Drawing	(5) Estimated Quantity	(6) Unit of Quantity	(7) Unit Price	(8) Total
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

Explanatory Notes: Columns (1), (2), (3), (4), (5), (6), and (8), are to be filled in by the engineer. Under column (4) should be shown the number of the plans or contract drawing to which each item in the schedule refers, and should correspond with the numbers under which such drawings are listed in "Exhibit E" of the contract. Column (6) should show the unit for which prices are submitted, such as "cubic yard," "acre," "job," "bridge," etc.

Signature

By

Address

Corporation organized under the laws of the state of

GENERAL SPECIFICATIONS

Exhibit "E" Of Contract

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GENERAL SPECIFICATIONS

Exhibit "E" Of Contract

Application

These Conditions shall enter into and be a part of all Contracts and be supplemented by such Specifications as the details of material and workmanship on each particular job may require.

Whenever any act herein required to be performed or any authority herein vested in any officer is designated, it is to be deemed that it was intended to be performed by the duly authorized public officials whether the correct designation of the titles of said public officials is herein named or otherwise. It is intended also that the laws of the State of Minnesota shall control all matters with respect to said Contract, and these Specifications and Plans and Requirements shall be deemed to be supplementary to the requirements of the laws of said state and in no sense a modification or limitation thereof.

DEFINITION OF TERMS

Wherever the following terms, or pronouns in place of them, occur in these specifications the intent and meaning shall be interpreted as follows:

COUNTY OR COUNTIES—The contracting County or Counties and the party of the second part to the agreement.

BOARD—The Board of County Commissioners of the Contracting County, unless otherwise specified.

ENGINEER—The Chief Engineer appointed by the Court or County Board to act as engineer in charge of the work, or assistants and inspectors authorized to act for him.

CONTRACTOR—The person, firm or corporation with whom the Contract is made by the County or Counties, and the party of the first part to the agreement.

COURT—The District Court or the Judge thereof, having jurisdiction over the proceedings of which the contract is a part.

BIDDER—Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

SURETY—The Persons or the Corporate Body which is bound with and for the Contractor (who is primarily liable), and which engages to be responsible for his payment of all debts pertaining to, and for his acceptable performance of the work for which he is contracted.

PLANS—All drawings, or reproductions of drawings, pertaining to the work and its construction.

SPECIFICATIONS—The directions, provisions, and requirements contained herein, together with all written agreements made or to be made pertaining to the method and manner of performing the work or to the quantity and quality of the materials to be furnished under the Contract.

CONTRACT—The agreement covering the performance of the work and the furnishing of the materials to be used in the construction of the work. The Contract shall include the "Advertisement," "Proposal", "Agreement," "Bond," "Specifications," also any and all "Supplemental Agreements" which may be required to complete the construction of the ditch in a substantial and acceptable manner in accordance with the terms therein.

RIGHT-OF-WAY—The whole area which is reserved and secured for the purpose of constructing and completing the work stipulated in the contract and shown on the plans thereof.

PROPOSAL REQUIREMENTS

P-1 Qualifications of Bidders

Bidders, when requested, shall present satisfactory evidence that they have been regularly engaged in furnishing material and machinery and constructing such work as they propose to execute, and that they are fully prepared with the necessary capital, machinery and material to begin work promptly and to conduct it as required by these Specifications.

P-2 Form and Delivery of Proposal

The Proposal shall be made on the form provided therefore by the Engineer and shall be enclosed in a sealed envelope, marked and addressed as required in the Notice to Bidders.

**P-3
Preparation
of Proposal**

In the preparation of the Proposal, the Bidder shall state in words and figures the unit prices or the specified sums, as the case may be, for which he proposes to supply the material or machinery and perform the work required by these Specifications. Blank spaces in the Proposal should be properly filled.

The phraseology of the Proposal should not be changed and no additions should be made to the items mentioned therein. Unauthorized conditions, limitations or provisos attached to a Proposal will render it informal and may cause its rejection. Alterations by erasures or interlineations must be explained or noted in the Proposal over the signature of the Bidder. If the unit price and the total amount named by the Bidder for any item do not agree, the unit price alone will be considered as representing the Bidder's intention.

**P-4
Signatures**

If the Proposal is made by an individual it shall be signed with his full name, and his address shall be given; if by a firm, it shall be signed with a co-partnership name by a member of the firm.

**P-5
Certified check**

Each Bidder shall submit with the Proposal a check for ten per cent of the amount bid made payable to the County Auditor whose name appears in the Advertisement asking for Bids. If the Bidder to whom an award is made fails or refuses to execute the required Contract and Bond within the time specified in section C-5 hereof, the proceeds of his check shall become the property of the County or Counties affected. The check of the successful Bidder will be returned after the execution of his Contract and the approval of his Bond on behalf of the said County or Counties; the checks of all Bidders will be returned within ten days of the date of the opening of the Proposals, or as soon as the Contract has been executed.

**P-6
Right to
Withdraw
Proposal**

A Bidder may withdraw his proposal before the expiration of the time during which proposals may be submitted, without prejudice to himself, by submitting a written request for its withdrawal to the officer who holds it. No Proposal received after said time will be considered. Bidders are invited to be present at the opening of the proposals.

**P-7
Right to
Reject**

The right to reject any or all Proposals, to accept one part of a Proposal and reject the remainder, and to waive technical defects, as the interest of the County or Counties may require, is reserved.

**P-8
Samples and
Specimens**

The Contractor, before the Contract is let, or at any time during the construction of the work, except as herein otherwise stipulated and without extra cost to the County or Counties, shall submit samples or specimens of material to be furnished or used in the work as the Engineer may require.

**P-9
Local
Conditions**

Bidders shall satisfy themselves as to local conditions affecting the work, and any information derived from the Maps, Plans, Specifications, Profiles or Drawings, or from the Engineer or his Assistants, will not relieve the Contractor from any risk or from fulfilling all the terms of his Contract. The accuracy of the interpretation of the facts disclosed by borings or other preliminary investigations is not guaranteed. Each Bidder or his representative should visit the site of the work and familiarize himself with local conditions; failure to do so when the intelligent preparation for bids depends on the knowledge of local conditions, may be considered sufficient cause for rejecting a Proposal.

AWARD AND EXECUTION OF CONTRACT

**C-1
Quantities and
Unit Prices**

The quantities noted in the Schedules contained in the Agreement or Proposal are approximations for comparing bids, and no claim shall be made against the County or Counties for any excess or deficiency therein, absolute or relative. Payment at the prices agreed upon will be in full for the completed work, and will cover materials, supplies, labor, tools, machinery and all other expenditures incident to the satisfactory compliance with the Contract.

**C-2
Methods and
Appliances**

The Contractor shall use such methods and appliances for the performance of the work specified herein as will, in the opinion of the Engineer, insure a satisfactory quality and performance of the work and rate of progress.

**C-3
Contractor's
Financial
Obligations**

The Contractor shall promptly make payments to all persons supplying labor, materials, groceries, lumber, board, hay, grain, or any supplies, provisions and skill furnished the Contractor, his agents or employees, and used in the execution of the Contract, and a condition to this effect shall be incorporated in the Contractor's Bond pursuant to the laws of the State of Minnesota relating to Public Contractors.

**C-4
Certificate of
Corporate
Existence**

A Corporation, to whom an award is made, will be required, before the Contract is finally executed, to furnish a certificate of its corporate existence and evidence that the officer signing the Contract for the corporation is duly authorized to do so.

**C-5
The Contract**

The Bidder to whom an award is made shall execute a written Contract with the County or Counties represented by the officials whose names appear on the Advertisement, and shall furnish good and approved Bond within fifteen days after receiving the form of Contract and Bond for execution. The Proposal will be incorporated in the Contract. The Contract shall comply with the requirements of the laws of the state of Minnesota outlining the preparation of Contracts in drainage proceedings. The form of Contract may be examined at the office of the County Auditor of the County in which the proceedings are pending and in the office of the Engineer.

**G-6
Failure to
Enter into
Contract**

If the Bidder to whom an award is made fails to enter into a Contract as herein provided the award will be annulled, and an award may be made to the Bidder whose Proposal is most acceptable in the opinion of the officials by whom the first award was made, and such Bidder shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made.

**G-7
Sub-
Contractors**

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, or his right, title or interest in or to the same or any part thereof, without the previous consent, in writing, of the signatores to the Contract on behalf of the County or Counties. If the Contractor shall, without such previous consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or of his right, title or interests therein, to any person, company, or other corporation, or by bankruptcy, voluntary or involuntary, or by assignment under the insolvency laws of any state, this Contract may at the option of the said signatores to the Contract on behalf of the County or Counties be revoked and annulled, and the County or Counties shall thereupon be relieved and discharged from any and all liabilities and obligations growing out of the same to the Contractor and his assigns, trustee, or transferee; and no right under this Contract, or to any money to become due hereunder shall be asserted, excepting as provided herein against the County or Counties, in law or equity by reason of any so-called assignment of this Contract, or any part thereof, or of any moneys to become due hereunder, unless authorized as aforesaid by the written consent of the signatores to the Contract on behalf of the County or Counties.

GENERAL CONDITIONS

**G-1
Completeness
Of Specifications
and Plans**

The Specifications and Plans which are made a part of this Contract are to be taken as indicating the approximate amount of work, its approximate nature and position and the method of construction, in so far as they have been determined in advance, and the County or Counties does or do not guarantee that the actual amount of work to be performed by the Contractor will correspond with the quantities estimated by the Engineer; and the Contractor agrees that he will make no claim for anticipated profits, or for losses because of any difference between the work actually done, or materials furnished, and the estimated quantities stated in the Agreement. Plans and Profiles are drawn to scale, but computed dimensions will govern in all cases.

**G-2
Staking out
Work**

All lines and grades will be given by the Engineer, but the Contractor may be made to provide such materials as are not normally a part of an engineering equipment, and give such assistance as may reasonably be required by the Engineer to enable measurements and inspections to be made. The Contractor shall not be required, except for brief intervals to furnish men or materials to do the work which would properly belong to the duties of the members of a surveying or inspection party. It is the intention not to delay the work for the giving of lines or grades, but if necessary, working operations shall be suspended for such reasonable time as the Engineer may require for this purpose, but delays so caused shall not constitute a basis for claims by the Contractor for compensation. The Contractor shall keep the Engineer informed, a reasonable time in advance, of the times and places at which he intends to do work in order that lines and grades may be furnished and necessary measurements for record and payment for work done may be made.

**G-3
Material and
Workmanship**

The work to be performed under these Specifications will consist of all work herein referred to and shown on the Plans listed in the Agreement, or according to such other Plans as may have resulted from changes ordered as provided in Sections G-17 and G-18 of these Specifications. All materials must be of the specified quality and equal to approved samples, if samples have been submitted. All material shall be furnished and all work be done and completed in a thorough and workmanlike manner to the satisfaction of the Engineer, notwithstanding any omission from these Specifications or Drawings. Work not in accordance with these Specifications, in the opinion of the Engineer shall be made to conform thereto. Unsatisfactory material will be rejected, and if so ordered by the Engineer, shall, at the Contractor's expense, be immediately removed from the vicinity of the work.

**G-4
Inspection of
Material**

All material furnished and work done under this Contract will be subject to rigid inspection. The Contractor shall furnish such labor and facilities for the inspection of all material and workmanship as are not ordinarily considered a part of an Engineer's crew and equipment. The Engineer shall at all times have access to all parts of the shop where the material under his inspection is being manufactured, and to the plant and equipment used in the performance of the work. Material and workmanship that does not conform to the Specifications, accepted through oversight or otherwise, may be rejected or made to comply with the Specifications at any stage of the work.

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Supervision
and Character
of workmen**

The Contractor shall give his constant personal attention to the work while it is in progress, or he shall place a competent foreman in charge thereof with authority to act in his capacity during his absence, who shall be satisfactory to the Engineer. He shall at all times employ a sufficient number of workmen to insure the proper performance of the work in the manner and within the time specified; and any workman whom the Engineer shall deem unfit or incompetent shall be discharged upon request of the Engineer.