

Contract,

Ditch No. 48.....

1874
17th day
September 1808
Arthur H. Corwell
County Clerk



Contract and Specifications.

for

Ditch No. 48 in the County of Anoka,

State of Minnesota.

THIS AGREEMENT, Made and entered into this 8th day of September A. D. 1908,

between the County of Anoka in the State of Minnesota, party of the first part, and William F. Miller of Anoka 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 with the said party of the first part to construct, complete in every detail and in the manner hereinafter specified the following described work. Main Ditch and Branches 1 and 2 of County Ditch no 48

(30% of the cost to be paid by the County)

For Twenty-six Hundred Fifty-four and 96/100 (\$2654.96) Dollars

being the whole of Ditch NO. 48 of Anoka County, Minnesota. The said work being the construction of a public ditch in the town of Oak Grove in the said county.

And it is agreed that the work shall be done within the time as hereinafter specified, and in the manner as herein specified, and in accordance with the report of the Civil Engineer which are on file in the office of the Auditor of the

said Anoka County, and in accordance with the laws of the State of Minnesota relative to the construction of public ditches in the said state, for the sum of *Two Thousand Six Hundred Fifty Four and 96/100* Dollars. (*\$2654.96*)

And it is further agreed, That the said party of the second part shall commence work within *15* days after filing the required bond and signing this agreement, and shall complete the above described work on or before the *First* day of *December* A. D. 1909...

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 the said work in the manner and within the time as set forth in this agreement.

And It Is Further Agreed, That the time shall be the essence of this agreement and should the said 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 ^{as liquidated damages} the sum of *2500* Dollars for each and every day that the said work remains in an unfinished condition after the time above specified.

Terms.

County

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 in the State of Minnesota.

Contractor.

The term "Contractor" wherever used in this agreement is intended to designate the party or parties who may contract with the County of Anoka 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 for the survey and superintendence 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 as a part of this agreement and shall be considered in submitting bids on this work and for the construction of the same.

Specifications.

General

Description.

This work shall consist of furnishing all materials, tools, labor and appliances necessary for the construction of the work as set forth in this agreement which is *the whole* of Ditch No. *48* of Anoka County to the satisfaction of the County Commissioners and the engineer in compliance with the plans and reports on file in the office of the Auditor of the said Anoka County, and these specifications.

Time.

Work shall commence on or before the *First* of *October* 1908 and shall be pushed with due diligence until its completion, which completion shall occur before the *First* day of *December* A. D. 1907.

Clearing

and

Grubbing.

The contractor shall clear the route of the ditch from all trees, underbrush, roots and stumps to a width of Two (2) feet on each side of the top of the finished ditch or branches. Such trees, underbrush, etc. to be removed and piled outside of the earth taken from the prism of the ditch or branch and it 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 wide to secure a completed ditch of the required width even though, the opening has to be made some wider than the width stated in the report of the engineer.

- Material** The material will be removed from the prism of the deposited. ditch and be deposited on either side in a compact pile along the route of the ditch as circumstances will admit, unless the ditch crosses a traveled or legally established road, or is otherwise specified by the engineer.
- Along** Where the ditch follows parallel with the line of a
Road. traveled, or legally established road the material that is taken from the ditch shall be distributed to a uniform depth on the center line of the said road to a width of not less than six (6) feet from the center on either side.
- Crosses** Where the line of the ditch crosses a traveled or leg-
Road. ally established road, the material from the ditch will be deposited in such a manner as the engineer may direct.
- Berm.** No earth or other material shall be left on the side of the ditch within two (2) feet of either side of the completed ditch. This space of two (2) feet shall be, when the ditch is completed, free from earth or any material or roots or stumps.
- Surface Dr** At each One Hundred (100) foot station an opening will
Drains. be made in the bank of the material taken from the ditch and a shallow ditch at least Six (6) inches deep and One (1) foot wide will be dug from the natural surface of all marshes to the ditch itself in order to allow all surface water to reach the ditch.
- Old** Wherever a bank of this ditch runs within Twenty (20)
ditches. feet or less of a bank of any old ditch, the material from the new ditch shall be deposited in the old ditch until sufficient earth has been deposited therein to completely fill the same.
- Bridges.** The bridging of the ^{public} roads where the ditch crosses a ^{public} road will be done by the Board of Supervisors of the Town in which the crossing is situated.
- Staking.** The ditch and its branches has been staked by placing

numbered stakes at each One Hundred (100) foot and by placing a larger pole where the line of the ditch ~~is~~ 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 County of Anoka. The bottom between each One Hundred (100) foot station will be made smooth and straight and the banks shall have a uniform slope of One (1) to One (1) between each of said points.

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

Quicksand.

Quicksand shall be defined as sand, in which there is sufficient water remaining, after all the water has been drained from the land along the entire length of the ditch and its branches down to an elevation equal to the top of the sand; that, an excavation One (1) foot square and One (1) foot in depth will entirely fill with sand within One (1) hour after the said excavation has been made.

Should the contractor encounter quicksand in the course of his construction, he will drain the ditch and its branches for their entire length, of the surface water, to a depth permissible by reason of the quicksand. He will then notify the engineer, who will, when he has ascertained that the construction is rendered impracticable by reason of the quicksand, with the Chairman of the County Commissioners and the County Attorney, inspect the situation and he will make plans for the continuing of the construction. Should the work so planned make an extra outlay of money for the contractor

or make extra labor, the engineer will so certify and the contractor shall be paid for such extra work as for the original work.

Sewer Pipe.

Sewer pipes may be of the grade commonly known as Number Two (2) sewer pipe. It shall be in length of not less than Two (2) feet and shall be of such form that the spigot end will, when inserted into the bell end, leave at least One Eighth ($1/8$) inch between the pipe at all points. The pipe shall be inspected by the engineer before being placed in the trench, and if condemned by him shall be immediately removed from the line of the work. All pipe shall be to the satisfaction of the engineer and shall be of such form that a smooth bottom can be obtained.

Laying Pipe.

All pipe shall be laid in the presence of the engineer and by means of line strung on the center line of the pipe and at some feet above the grade of the bottom; then by means of plumb and pole the pipe shall be properly placed on the line and grade.

All pipes shall be laid straight from point of curve to point of curve and on the proper grade.

At the angle the pipe may be laid on a curve to be staked out by the engineer.

Joints.

The joints of all sewer pipes will be cemented with a mortar composed of One (1) part of cement to two (2) parts of sand. The bottom of the bell to be filled with the mortar and when the next pipe is laid the remainder of the bell to be completely filled with the same mortar and firmly pressed into the joint. Particular pains must be taken that the bottom of the pipe is smooth and straight on the inside of the bore.

Retaining Walls.

At either end of the pipe where exposed the end will be protected by means of a small retaining wall at least Twelve (12) inches in thickness; Two (2) feet in width and

Three (3) in height, the said retaining wall to be made of Portland cement concrete. The wall to ^{be} built in forms and no part of the form to be removed within five (5) days after the wall is completed.

Concrete. Concrete shall be composed of One (1) part of Portland cement; Three (3) parts of sand and Six (6) parts of broken stone or gravel.

Cement. All cement used on this work shall be from the mills of some wellknown and established manufacturers of Portland cement and shall be to the satisfaction of the engineer.

Sand. All sand used shall be clean, coarse, sharp sand from which all gravel larger than One Eighth (1/8) of an inch in diameter, and all foreign matters, have been removed.

Broken Stone. Broken stone shall be of solid stone which has been crushed to the fineness of One (1) inch in diameter, and from which all dust has been screened.

Gravel. Gravel shall be composed of stones not larger than Two (2) inches in diameter and not smaller than One Fourth (1/4) inch in diameter and from which all sand has been screened.

Open ditches. The general form of the open ditches shall be of the required width on top, of the required depth and having the side slopes ^{One} to One (1:1). Between stations the ditch shall 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 as the work progresses the engineer may alter or change the plans, specifications or the manner of conducting the work but it is agreed that no change will be so made that will increase the cost of the work above Two (2) per centum of the total original contract price. Any change so made will be done only on the written instructions of the engineer.

AND IT IS FURTHER AGREED, That the payments will be made by the said party of the first part by orders drawn on

on the treasurer of the County of Anoka in the manner and at the time as established by the Laws of the State of Minnesota relative to the drainage of lands by the Counties of the said State.

In witness Whereof, the said parties to this agreement have hereunto set their hands and seals the day and year first above written.

William F. Miller
.....

Arthur D. Somell
.....
County Auditor

.....Witnesses.....

Carrie Stewart Piper
.....

Fannie B. Lenfest
.....
.....

BOED.

KNOW ALL MEN BY THESE PRESENTS.

That we... *William F. Miller*
as principal... and *James Strong, J. H. Cooper, J. W. Lyath*
Reuben Guy and Charles E. Green as surities.,
are held and firmly bound to the County of Anoka, State of Minn-
esota, and to any person or persons who may perform any work or
labor or furnish any skill or material in the execution of this
contract herein described, or who may show themselves to be aggr-
eived or injured by any breach of the said contract; in the sum of
... *Two thousand six hundred fifty-five (\$2655)* Dollars,
lawful money of the United States of America to be paid to the
said County of Anoka, State of Minnesota.

The conditions of the above obligation are such that whereas
that, at a public sale of the work of constructing.....
of a certain public ditch designated as ditch No. *48*.....
of Anoka County, held the *8th* day of
..... *September* A. D. 1908, certain sections there
of numbered... *0 to 124+76 of the main ditch; stations 0 to 18+95-*
of Branch No 1, and stations 0 to 3+08 of Branch 2,
were sold to... *William F. Miller*
of... *Anoka* and the said... *William F. Miller*
..... *ha. &* made contract with the County Auditor
of the said Anoka County acting for and in the place of the said
county bearing date of... *Eighth day of September* A. D. 1908
to construct the same.

Now, therefore, if the said... *William F. Miller*
shall and truly and faithfully keep and perform all of the terms
of the said contract; pay all charges and damages which may accrue
from the construction of the said work; pay all damages which may
accrue from the reason of the failure to complete the said job
within the time and in the manner required in the said contract

and shall indemnify and save harmless the said county of Anoka from all damage or injury to persons or property on account of this work and shall save harmless and shall indemnify the said County of Anoka from all costs and damages which may accrue on account of the said work; and that in case any change, extension, addition or alteration is made in the terms of said contract such change, extension, addition or alteration shall in no case affect the obligation of this bond or of the obligation of the said principal and sureties thereto; then the above obligation to be void, otherwise remain in full force and virtue.

Signed, sealed and delivered in the presence of.....

William F Miller (Seal)

James Strong (seal)

A.W. Croce

J.H. Cooper (seal)

Appagblom

G.H. Hyatt (seal)

B.B. Sigurdson
Wm. Golden
 State of Minnesota,)
 County of Anoka,)

Reuben Gary (Seal)
Charles E. Green (Seal)

ss. *James Strong, J. H. Cooper, and G. H. Hyatt*

G. H. Hyatt Came personally before me this ~~22~~ *9th* day of *September*, A. D. 190*8* to me known to be the person who executed the foregoing bond, and each acknowledged that he executed the same as his free act and deed.

Wm. Golden
 NOTARY PUBLIC, Anoka Co., Minn.
 My Commission expires June 5, 1913.

State of Minnesota,)
 County of Anoka,) ss.

James Strong,
J. H. Cooper, and G. H. Hyatt

being first duly sworn, doth say, each for himself, that he is the same person as the su ^rty above named, and he executed the

foregoing instrument, and that hois a resident freeholder in the County of Anoka, State of Minnesota, and worthg the sum of Five hundred fifty Dollars above his debts and liabilities and exclusive of his property exempt from execution.

James Shore
.....
J. H. Cooper
.....
G. W. Hyatt
.....

Subscribed to and sworn to before me this 12th day of September A. D. 1908.

[Signature]
.....
NOTARY PUBLIC, Anoka Co., Minn.
My Commission expires June 5, 1912.
.....

State of Minnesota } ss
County of Anoka }

Reuben Guy and Charles E. Green and William F. Miller

came personally before me this 12th day of September A.D. 1908 to me known to be the persons who executed the foregoing bond, and each acknowledged that he executed the same as his free act and deed.

Will A. Blanchard
.....
NOTARY PUBLIC, Anoka County, Minn.
My Commission expires April 17, 1909.
.....

State of Minnesota } ss
County of Anoka }

Reuben Guy and Charles E. Green being ^{joint} duly sworn, doth say, each for himself, that he is the same person as the surety above named, and he executed the foregoing instrument, and that he is a resident free holder in the County of Anoka, State of Minnesota, and worth the sum of Five Hundred fifty dollars, above his debts and liabilities and exclusive of his property exempt from execution.
Subscribed & sworn to before me this 12th day of Sept. 1908
Will A. Blanchard
.....
NOTARY PUBLIC, ANOKA COUNTY, MINN.
My Commission expires April 17, 1909.
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