

Contract
and
Specifications

Ditch 52.

*Found contract
book opened the
first day of September 1910
at 11:00 AM a day*

CONTACT AND SPECIFICATIONS
FOR

Ditch No. 52, in the County of Anoka, State of Minnesota.

THIS AGREEMENT, Made and entered into this *eight* day of *September* A. D. *1910* between the County of Anoka, in the State of Minnesota, party of the first part and *Fred Johnson* of *Shady, Minnesota*, party of the second part;

WITNESSETH, That for and in consideration of the payments to be made by the 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:

*All of Ditch No. 52 of Anoka County, Minnesota
Being main Ditch Stations 0 to 67,*

Branch No. 1 - Stations 0 to 24 + 58 and

Branch No. 2 - Stations 0 to 19 + 50.

For *One thousand Six Hundred Seventy One and 24/100* Dollars *(\$1671²⁴/₁₀₀)*

as given in my bid for the said work. The said work being *the whole of* the construction of a public ditch in the town of *Anoka* 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 reports 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

AND IT IS FURTHER AGREED, That the ^{said} party of the second part shall commence work within 10 days after the filing of the required bond and the signing of this agreement, and shall complete the above required work on or before the eight day of September A. D. 1911.

AND IT IS FURTHER AGREED, That the said party if 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~~ fail to complete the work, as hereinbefore described, in the manner herein described or within the time herein set forth ~~or~~ according to the terms of this agreement; then the said party of the second part shall forfeit ^{as liquidated damages} to the said County of Anoka the sum of five Dollars 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 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 ~~language~~ engineer who has been appointed by the County Commissioners for the survey and superintendence of this work.

Plans. The plans, reports and specifications and the general Laws of the State of Minnesota relative to the construction of public ditches must be considered for the submitting of 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 and building complete in every detail

of Ditch no. 52 of Anoka County to the satisfaction of the County Commissioners and of the Engineer and in compliance with the plans and reports of said ditch on file and of record in the office of the Auditor of the said Anoka County, and these specifications.

Time. Work shall commence on or before the ^{7th} day of ~~November~~ ^{September} 1910 and shall be pushed with due diligence until its completion, which completion shall occur before the ^{2nd} day of ^{September} A. D. 1911.

Clearing and Grubbing. The contractor shall clear the route of the ditch of all trees, underbrush and stumps for a width of three (3) feet on each of the sides of the top of the finished ditch and its branches. Such trees, underbrush etc. to be removed and piled outside of the dirt taken from the ditch and its branches and to be and remain the property of the owner if the land on which such 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 wider than the width stated in the report of the engineer.

Material deposited. The material shall be removed from the prism of the 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 travelled or legally established road, or is otherwise specified by the engineer.

Along road. Where an open ditch follows parallel and within four rods (4) of the center line of a 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 and to a width of not less than six (6) feet from the center on either side so as to form a turnpike along the center line of the said road and to a length equal to the length of the ditch along said road.

Crosses Road. Where the line of the ditch crosses the line of a legally travelled road or a legally established road, the material from

the ditch shall be deposited in such a manner as the engineer may direct.

Berm. No earth or other material shall be left on the sides of the ditch within three (3) feet of the sides of the completed ditch. This space of three feet (3) shall be, when the ditch is completed, free from earth or any material or roots or stumps.

Surface drains. At each one hundred (100) foot station an opening will 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 Ditches. Where the bank of this 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.

Bridges. The bridging of the roads where the ditch crosses a road will be done ~~wharaxt~~ by the Board of Supervisors of the Town in which the crossing is situated, unless otherwise designated, and will be built in accordance with the plans in said engineers report.

Staking. The ditch and its branches has been ~~x~~ staked by placing numbered ~~stakes~~ stakes at each one hundred (100) foot station and by placing a larger pole where the line of the ditch changes. These stakes are at the center line of the proposed ditch and its branches and should be closely followed in ~~the~~ 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 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 one hundred (100) foot stations and quantities estimated for such unevenness so that the contractor shall receive payment for each cubic yard of material removed.

Laying pipe

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

All pipe shall be laid 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 pipe 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 the mortar 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 inches (12) in thickness, two (2) feet in width and Three (3) ^{feet} 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.

Open Ditches.

The general form of the open ditches shall be of the required width on the top, of the required depth and having the side slopes of one (1) to one (1). Between the stations the ditch shall have the same slope of the side and shall be of sufficient width on the 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 for conducting the work by it 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 shall be made by the said party of the first part by orders drawn 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 of this agreement have hereunto set their hands and seals the day and year first above written.

Witnesses

Carrie Barrett Cooper

Edith S. Hall

Fred Johnson

Arthur J. Barrett

Auditor of Anoka Co. Minn

BOND.

KNOW ALL MEN BY THESE PRESENTS;

That we,

as principal and

as as surities, are held and firmly bound

to the County of Anoka, State of Minnesota, and to any person or persons who may

perform any work or labor or who may furnish any skill or material in the

execution of this contract herein described, or who may show themselves to be

aggrieved or injured by any breach of the said contract, in the sum of

..... dollars, lawfull money of the United States

of America, to be paid to the said county of Anoka, State of Minnesota.

The conditions of the above are such that whereas that, at

a public sale of the work of constructing

of a certain public ditch designated as ditch No,

of Anoka County, held the day of A. D. 19.....

certain section there of numbered

l.....

..... were sold to

of.....and the said.....

..... has made contract with the County Auditor of the said

Anoka County acting for and in the place of the said County bearing date

of.....A. D. 19.....

to construct the same.

NOW THEREFORE, if the said

shall 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 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 costs and damages which may accrue on account of the said work and

from all damages or injury to persons or property on account of this work

State of Minnesota)

) SS.

County of Anoka)

.....being first duly sworn, doth say,
 each for himself, that he is the same person as the surity above named
 and he executed the foregoing instrument and that he is a resident freeholder
 in the County of Anoka, State of Minnesota, and worth the sum of
Dollars above his
 debts and liabilities and exclusive of his property exempt from execution.

.....

 Subscribed and sworn to before me this day of

A. D. 19...

.....
