Contract O. K. as to form & execution 11/11/11
Albert F. Pratt
Co. Atty.

Contract and Specifications of Ditch #53

Anoka, Minn.
December 20th 1911.

The within bond is not in all its terms in strict accordance with the last statutes, but the form having been furnished by the engineer, and being in my opinion sufficient to protect the County, I hereby waive objections to the same, for the present, reserving the right to call for another bond if circumstances may so require.

Albert F. Pratt,
Co. Atty.

CONTRACTS AND SPECIFICATIONS.

OF

DITCH NO. 53.

ANOKA COUNTY, MINN.

JAMES CORR.
ENGINEER.

CONTRACT AND SPECIFICATIONS.

FOR

DITCH NO. 53, ANOKA CO., MINN.

THIS AGREEMENT, Made and entered into this eleventh day of November A. D. 1911 between the County of Anoka in the State of Minnesota, party of the first part and Charles W. Rood Construction Company, a corporation of Grand Rapids, Wisconsin, party of the second part:

W I T N E S S E T H, 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:-

All of County Ditch Number Fifty Three (53) of Anoka County, Minnesota, its branches and laterals, as shown by Engineer's Report thereon on file

For Twenty Six Thousand Nine Hundred Five and 24/100 ($26905.24) Dollars as given in my bid, submitted for the said work on the eleventh day of November A. D. 1911. The said work being the whole of The construction of a public County Ditch No. 53 in the said county. To finish and required by law on or before January 1st, 1912.

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, plans and specifications and profile of said ditch, 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~~ on or before April 15th, 1912, ~~days after the filing the required bond and signing this agreement~~, and shall complete the above described work on or before the thirty first day of December . . . . . A. D. 1912.

AND IT IS FURTHER AGREED, That the said party of the second part will furnish all material, 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 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 the sum of . . Ten . . . . . 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 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 com-

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

SPECIFICATIONS.

General Description.

This work shall consist of furnishing all material, Tools, labor and appliances and building complete in every detail of County Ditch #53, Anoka County., Minn., to the satisfaction of the County Commissioners and the engineer and in compliances 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 fifteenth day of . . April . . . . . .I9 12. . . and shall be pushed with due diligence until its completion, which completion shall occur before the thirty-first . . . day of . December . . . . . A. D. I9 12. . . . . .

Clearing and Grubbing.

The contractor shall clear the part of the Right of way to be occupied by the ditch, from all trees, underbush, roots and stumps to a width of ~~three~~ eight (8) feet on each side of the top of the finished ditch and its branch. Such trees, underbush, etc. to be clipped of its branches, removed and piled outside of the earth taken from the prism of the ditch and its branches 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 sufficently wide to secure a completed ditch of the required width though the opening has to be made wider than the width stated in the report of the engineer.

From open ditch. All material from the prism of the ditch and deposited on either side thereof unless otherwise directed by the engineer, and uniformly deposited on ~~the~~ both sides to a uniform thickness, ~~and to a width of the right of way as required~~, and in no place shall be more than four feet deep.

Material Deposited.

In a covered trench. The material shall be piled on either sides of the ditch and when the work is completed, and upon direction of the engineer it shall be used to re-fill the trench to a depth of at least five feet above the tiling. All surplus earth and suitable material shall be deposited on the road bed if the ditch is within the limits of any traveled or laid out highway.

Along road.

Where an open ditch follows parallel ~~and within~~ with and not more than ~~four~~ three (~~4~~ 3) rods ~~of~~ from 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 said ditch along said highway, and to the amount required by the engineer to properly build our road.

Crosses road.

Where the line of a 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.

Berm.

No earth or other material shall be left on the side of the ditch within eight (8) feet of either side of the completed ditch. This space of eight (8) feet shall be, when the ditch is completed, free from earth or any material or roots or stumps.

Old Ditches.

Where a bank of this ditch runs within twenty (20) 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 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 Engineers report.

Staking.

The ditch and its branches has been staked by placing numbered stakes at each ONE HUNDRED (IOO) feet. 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, except at angles in the center line which shall be curves as directed by the Engineer.

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 (IOO) feet station will be made smooth and straight and the banks will have a uniform slope of one and one-half ($I\frac{1}{2}$) to one (I) between each of said points of main ditch and one (I) to one (I) on all branches and laterals. Levels have been taken at the uneven points between one hundred (IOO) foot stations and quantities estimated for such unevenness so that the contractor will receive payment for each cubic yard 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 plumb and pole the pipe shall be properly placed on the line and grade.

All pipes shall be laid straight 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 (I) part of cement to two (2) parts of clean sand. The bottom of the bell to be filled with the mortar and when the next pipe is laid the remainder of the bell is 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 and all inside joints smoothed down to a level with the inside bore of the pipes.

Retaining Wall. ~~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) feet in heighth, 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 depth and having the side slopes of one and one half (I½) to one (I) between the stations and shall be sufficient width on top to secure that slope.~~

Openings in Spoil Banks. In Marsh and low ground where surface water is liable to accumulate, openings must be left in spoil banks at not more than three hundred (300) feet apart for such surface water to drain into ditch.

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 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.

Payments. AND IT IS FURTHER AGREED, That the payments will 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 to this agreement have hereunto set their hands and seals the day and year first above written.

Witnesses.

The County of Anoka in the State of Minnesota

By Arthur H. Oswell

County Auditor of said County.

Allen F. Rice

James Cosgrove

Chas. W. Rood Construction Co.

per C. W. Rood Pres't

Executed in Duplicate

K N O W A L L M E N B Y T H E S E P R E S E N T S:

That we Chas. W. Rood Construction Co. a Michigan Corporation of Grand Rapids, Michigan as principal and MARYLAND CASUALTY CO. of Baltimore Md. (a corporation) as sureties, 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 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 brach of the said contract, in the sum of Twenty Six Thousand Nine Hundred Fine & 24/100 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 obligations are such that whereas that, at a public sale of the work of constructing . . . . . the whole . . . . . of a certain public ditch designated as . . . . . County Ditch No. 53, Anoka County, Minn., held the . . . . . day of . . . . . A. D. I9. . . . certain section there numbered. . . . . were sold to . . . . . of . . . . . and the said Chas. W. Rood Construction Co. 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 . November . . . . . Eleventh . . . . . A. D. I9 . 11 . . . to construct the same.

NOW THEREFORE, if the said Chas. W. Rood Construction Co. shall truly and faithfylly 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 damages 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 changes, extensions, additions or alterations shall in no case effect the obligation of this bond or of the obligation of the said principal and sureties thereto; then the above obligations will be void, otherwise remain in full force and virtue.

Signed, sealed and delivered

in presence of

W. E. Schroeder — Chas V. Rood Construction Co. by Chas V. Rood Pres. (Seal)

E. P. Redford — (Seal)

H. Lemenzer as to surety — G. M. Hill Secy. (Seal)

MARYLAND CASUALTY COMPANY,

By J. L. Mueller

Attorney-in-Fact.

State of ~~Minnesota~~ Wisconsin)
County of ~~Anoka~~ Kewaunee) SS.

Came personally before me this 14th Day of December A. D. 1911, Alfred A. Mueller 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.~~

My commission expires Nov. 14, 1915. Irene Weiland

Notary Public.

Form 27. G. F. S.

Minneapolis 12/12/ 1911

Bond in the penalty of $ 26905.24 in favor of County of Anoka (Name of Obligee) of State of Minn. (Address of Obligee)

covering Contract - Ditch work - Co. Ditch #53

has this day been countersigned for Minnesota (State) by

Name of Agent G. Hoppin

Address Minneapolis Minn (City and State)

State of Wisconsin }
County of Wood } SS.

Personally came before me this 16th day of December 1911. Chas V. Rood, President, and G. M. Hill, Secretary, of the Chas V. Rood Construction Co. to me known to be the persons who executed the foregoing bond, and to me known to be the President and Secretary respectively of the Chas V. Rood Construction Co. and acknowledged the same.

W. E. Schroeder
Notary Public Wood County, Wisconsin

State of Minnesota)
) SS.
County of Anoka)

. . . . . .

. . . . . who being firdt duly sworm, did say, each for himself, that he is the same person who executed the foregoing instrument as surety and that he is a resident and freeholder in the County of Anoka, State of Minnesota, and worth the sum of . . . . . Dollars above his debts and liabilities and execlusive of his property exempt from execution.

. . . . . .

. . . . . .

Subscribed and sworn to before me this . . . . . day of . . . . . .A. D. I9

. . . . . .

. . . . . .