

SPECIFICATIONS FOR COUNTY DITCH NO. 57

Items of work to be covered by these specifications shall be those required for the entire completion of the reconstruction of County Ditch No. 57, Anoka County, Minnesota as ordered, according to plans prepared by the engineer.

Whenever the word "Contractor" is used in these specifications it shall be understood to mean the person or firm employed to do the work and bring this job to a satisfactory completion.

Whenever the word "Engineer" is used in these specifications it shall be understood to mean the engineer appointed in charge of said ditch or his properly qualified assistant.

The contractor shall acquaint himself with and be governed in the construction of said ditch by the provisions of the Statutes of Minnesota, pertaining to drainage.

All bids must be enclosed in sealed envelopes addressed to the County Auditor. Each bid must be accompanied by a certified check for not less than ten percent (10 %) of the bid, payable without recourse to the County Auditor.

The contract shall be drawn according to Minnesota Laws and shall include Plans, Advertisement, Proposal, Bond, Specifications, and all Supplemental agreements which may be required to complete the reconstruction of said ditch.

A good and sufficient bond in the penal sum of not less than seventy five percent of the full amount of the contract, payable to the County, as provided by law, shall be made and delivered to the County Auditor by the successful bidder, or bidders, within twenty days after awarding the contract. The certified check provided for above shall be forfeited, if the contractor fails to provide the proper bond and enters into contract as provided by law.

The contractor shall commence work within the time specified by the County Board and the rates of progress of his work shall be such as is necessary for the completion within the time specified. If at any time the engineer shall be of the opinion that the work is not progressing to his satisfaction he shall notify the County Auditor that the work is unnecessarily delayed, or the contractor is wilfully violating the conditions of the contract, or executing the same in bad faith, then at the option of the County Auditor the contract may be declared null and void and the security may be forfeited. The County Auditor may then, at his option, proceed to complete the work, either by day work or contract, and any and all damages and increased cost of the work shall be deducted from the funds retained by the county. The County, thru the County Auditor, shall have the right to bring suit against the contractor or any of his sureties for any and all damages and increased cost.

The contractor shall not be allowed or entitled to any claim for damages, for any hindrance or delay, for any cause whatever in the progress of the work, or any portion thereof, but said hindrance may entitle said contractor to such extension of time for the completion

of the contract as may be determined by the engineer, and approved by the County Auditor, provided the contractor shall have given notice in writing of the cause of detention to the County Auditor.

The contractor shall use such methods and appliances for the performance of the work specified as will secure a satisfactory quality of work and rate of progress, said appliances shall be approved by the engineer.

Payments will be made according to the laws of Minnesota and the engineer in charge will give monthly estimates for the work done. Estimates shall not be understood to mean that the work is accepted in any way, and such work will be subject to final acceptance by the engineer and approved by the Board of County Commissioners at the final hearing of the contract.

The contractor shall not assign or sublet the contract, or any portion thereof, without the consent, in writing, of the County Auditor, but in case such permit shall be given it shall not be construed to mean the release of liability for the performance of any of the work and the said contractor will be held responsible for all parts of the work and all payments will be made to the original contractor.

If, in the construction of the proposed improvement, the engineer desires to add to or deduct, or otherwise change the plans, such changes may be made upon the written order of the engineer and filed with and approved by the County Auditor at any time before the actual construction of that particular part of the work. Settlement for all

changes in plans will be made on the following basis. Added yardage will be computed at the same rate as bid for similiar work. Deducted yardage will be computed at 90 % of the rate bid for similar work.

The specifications and plans which are made part of this contract are to be taken as indicating the approximate amount of work, its approximate nature and positions in so far as they have been determined in advance. The County does 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 differences between the work actually done and the estimated quantities.

All grade stakes will be set by the engineer. The contractor shall keep the engineer informed a reasonable time in advance of the time and places in which he intends to work, in order that grades may be furnished and necessary measurements for record and payment for work done may be made.

The contractor shall give his constant personal attention to the work while in progress or he shall place a competent foreman in charge with authority to act in his capacity during his absence and he 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.

The contractor shall familiarize himself with and observe all

State laws and local regulations affecting those engaged or employed in the work. The County Shall not be held liable for any claim caused by the negligence of the contractor.

All merchantable timber removed from the ditch bed or slopes shall be cut into convenient lengths to facilitate handling and shall be disposed of in piles along the sides of the ditch or on adjacent property, as directed by the engineer, and shall become the property of the land owner. All brush and small trees removed from the ditch bed and slopes and all limbs cut from trees shall be piled and burned as directed by the engineer. Special caution shall be taken when burning on peat land. The contractor shall secure burning permits before burning material removed from the ditch bed or slopes.

When the tree is the unit, grubbing will be determined by an actual count of all trees and stumps grubbed by the contractor. One bunch of brush requiring one hitch of the cable used in pulling shall be counted as one tree. No brush or trees growing on the slope or in the ditch bed shall be cut at or near the ground line, but shall be pulled out as far as practicable.

As this ditch has a wider bottom now than originally constructed no sloping of banks will be necessary except in special places which will be indicated by the engineer. All excavation will be made from the bottom of the ditch except as above indicated. Spoil banks shall be placed along both sides of the ditch except on branches No. 4 and No. 5. The spoil banks on these two branches shall be leveled to a uniform slope of not less than 4 feet horizontal and

one foot vertical.

All debris shall be removed from the ditch channel leaving a clear and unobstructed waterway.