

COMMISSIONER'S RECORD O

SOIL CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

January 4, 1952

By: /s/ P. A. Siren, Acting Chief,
Regional Administrative
Services Division.

CERTIFICATE

I, T. R. Gerhart, certify that I am the County Clerk of Douglas County, Kansas, named as party in the attached agreement; that Ray C. Ogden, who signed said agreement on behalf of the County, was then Chairman of Board of County Commissioners of said County; that said agreement was duly signed for and in behalf of said County by authority of its governing body, and is within the scope of its legal powers.

/s/ T. R. Gerhart

The Board signed the following Articles of Agreement with Park Hetzel III for removing drift at the Eudora Bridge over the Kaw River:

ARTICLES OF AGREEMENT

This agreement made and entered into this 4th day of January, 1952, by and between the Board of County Commissioners of Douglas County, Kansas, as Party of the First Part and Park Hetzel, III, as Party of the Second Part.

Party of the Second Part, in consideration of the promises and agreements of Party of the First Part, hereinafter specified, promises and agrees to remove all of the existing debris from the ten piers and from the immediate vicinity of said piers of the Eudora Bridge down to the present water level. Party of the Second Part further agrees to furnish all necessary labor, equipment and materials to remove said debris and to use a "clamshell bucket" in removing that debris below the water level which can be practicably removed. He further agrees to remove the debris from the piers and their immediate vicinity and to dispose of said debris by burning or otherwise at some location far enough removed from the bridge or any part thereof so that said bridge will not be injured or damaged in any manner and so that said debris will not constitute a hazard to the normal stream flow.

Party of the Second Part further covenants and agrees to furnish Party of the First Part with a good and sufficient performance bond in the amount of Sixteen Thousand Dollars (\$16,000.00), said bond to be approved by Party of the First Part and to guarantee the complete performance by the Party of the Second Part under this agreement and to reimburse and indemnify said Party of the First Part for any damage done to the bridge or any part thereof by Party of the Second Part or any damage resulting from the breach of this agreement by Party of the Second Part.

Party of the Second Part further covenants and agrees that no explosives will be used in the performance of his work under this agreement and agrees to begin work hereunder immediately after the execution of this agreement and to continuously perform said work until his duties hereunder are completed. The parties hereto, however, agree that reasonable delays in the performance of the work due to the elements, unforeseeable accidents, unforeseeable equipment failures, strikes and acts of God will not be considered as a breach of this agreement and thereby will be considered by all parties hereto as a justifiable delay or delays.

It is further understood and agreed by the parties hereto that time is of the essence of this agreement and that Party of the Second Part will complete his work hereunder at the earliest practical time subject however to the justifiable delays hereinbefore mentioned.

Party of the First Part agrees to pay the Party of the Second Part the total sum of Eight Thousand Dollars (\$8,000.00) upon the completion and full performance of the work herein specified by Party of the Second Part.

It is mutually understood and agreed by the parties hereto that after full performance of the terms and conditions hereof by the Party of the Second Part, Party of the First Part shall examine the bridge and piers and if the work has been done in an acceptable manner to said Party of the First Part then in that event Party of the Second Part shall receive his full contract price, namely Eight Thousand Dollars (\$8,000.00).

Party of the First Part promises and agrees that after a minimum of one-third of the total work has been performed hereunder that it will make partial payment to Party of the Second Part, upon his request, on a pro rata basis for such partial performance. However, if partial payment is requested by Party of the Second Part, Party of the First Part will pay a maximum, on a partial payment basis, of Seventy Per Cent of the total pro rata amount earned by Party of the Second Part as of the time of said partial payment request.

Party of the First Part further covenants and agrees that Party of the Second Part shall have exclusive access to the Eudora bridge while work is being performed under this contract and it hereby authorizes Party of the Second Part to prohibit access to the bridge by any party not expressly authorized by Party of the Second Part. It is understood by the parties hereto that certain pedestrian traffic on said bridge is necessary and will be continued during the performance of the work hereunder but such pedestrian traffic may be controlled by Party of the Second Part to insure and safeguard the pedestrian and workmen engaged at the bridge location.

Party of the Second Part expressly promises and agrees that it will hold Party of the First Part free of liability and harmless for any injury or damage resulting to person or property in performing the work specified under this agreement.

*Articles of
Agreement
Park Hetzel III
Drift Removal*