

In Proceedings for the Repair of

.....
Ditch No.
.....
.....

**Contract and Contractor's
Bond**

of

.....
.....
.....
.....
*The within Bond and the sureties
thereon are hereby approved this*.....

..... day of, 19.....

.....
.....
.....
.....
Filed....., 19.....

*.....
County Auditor.*

In Proceedings for the Repairing of County _____ Ditch No. 18 _____

in _____ Anoka _____ County, Minnesota:

THIS AGREEMENT, Made this 5th day of March, A. D. 19 48, by and between Fox & Weiler, a partnership of _____ part y of the first part, and the County of Anoka State of Minnesota, party of the second part, WITNESSETH:

THAT WHEREAS, The Board of County Commissioners of the County of Anoka State of Minnesota, did order the repair of _____ Ditch No. 18, by their order bearing date the 24th day of November, A. D. 19 47, according to the report of the engineer-inspector appointed to examine the same, made and filed herein;

AND WHEREAS, At a public sale held on the 5th day of March, A. D. 19 48, the County Auditor and Chairman of the Board of County Commissioners of said County did, with the approval of said engineer-inspector duly sell to the part y of the first part hereto, he being the lowest and most responsible bidder therefor, the job of said repairs as specified in Schedule D hereto.

(Here insert amount of digging or earth removal—tree grubbing and other work included in the job of repairing)

for the sum of Two thousand seven hundred thirty-eight and 91/100 (\$2738.91)—Dollars;

NOW IN CONSIDERATION OF SAID PREMISES, The said part y of the first part hereby contract s and agree s to perform the work above described within the time and in the manner set forth in the report of said engineer, and according to this contract, and the plans and specifications hereto attached and made a part hereof, marked "Exhibit A," and subject to the approval of said engineer and of the County Auditor of said County, and subject to all the requirements of law relating to this contract, and the provisions of law relating to the giving of bonds by contractors for public works and improvements.

The said part x of the first part further agree s that time shall be of the essence of this contract, and that if there shall be any failure to perform the work herein described according to the terms of this contract, and within the time limits specified therein, and according to the plans and specifications contained in said engineer's report, that it shall forfeit and pay to said County the sum of Five and no hundredths _____ Dollars for each day that such failure shall continue; and that no extension of time within which to complete said work shall be granted unless applied for in writing to said County Auditor, showing to his satisfaction good and sufficient reasons therefor, and that no extension granted shall affect the right of said party of the second part to enforce such forfeiture, if any, as shall occur after the time originally limited before such extension or that shall occur after the limit of such extension.

Said part y of the first part also agree s to pay, as they become due, all just claims for all work and labor performed, and all skill and material furnished, in the execution of this contract, and to save said second party harmless from any cost, charge and expense that may accrue on account of the doing of the work specified in this contract.

Said part y of the first part also agree s that said engineer shall have the right, with the consent of said County Auditor, to modify his plans and specifications of said work as said work proceeds and as circumstances may require, provided no changes are made that will substantially impair the usefulness of any part of said ditch, or substantially alter its original character, or increase its total cost by more than ten per centum of the total contract price for the repair thereof or increase the cost to exceed total estimated benefits; the party of the first part will be compensated for any additional work caused by such change at a price not to exceed the contract price for similar work; and the engineer's determination thereof shall be accepted by the parties of the first part and if such change reduces the amount of work necessary, thence the contract price herein may be reduced in a like manner.

(BOND)

Know All Men by these Presents:

That..... as principal....., and
..... as sureties,
are held and firmly bound unto the County of..... 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 the contract described herein, or who may show themselves to be aggrieved or injured by
any breach of the said contract, in the sum of.....

..... DOLLARS,
lawful money of the United States of America, to be paid to the said County of.....
State of Minnesota, its successors or assigns, and said person or persons above specified, their heirs,
executors, administrators or assigns, for which payment, well and truly to be made, we bind ourselves,
our heirs, executors and administrators, firmly by these presents.

Sealed with our seals and dated the..... day of..... A. D. 19.....

The condition of the above obligation is such that, whereas, at a public sale of the job of repairing
..... Ditch No..... in..... County,
Minnesota, held on the..... day of....., A. D. 19.....,
such work, consisting of.....
(Here state what work consists of)

.....
was duly sold to the said.....
and the said..... ha..... made a contract
with the said County of....., State of Minnesota, bearing date the
..... day of....., A. D. 19....., to perform said repair work;

NOW, THEREFORE, If the said..... shall well and
truly perform his said contract, and shall complete the work in said contract specified according to
its terms, and within the time and for the price therein specified, and shall comply with all the
requirements of law relating to said contract, and shall pay all damages which may accrue by reason
of..... failure to complete said contract and said work within the time and in the manner required
by said contract; and shall pay, as they become due, all just claims for all work and labor performed,
injured, or damaged by such failure may maintain an action upon this obligation in his own name,
and that such right of action shall be successive in favor of all such persons so injured or damaged;
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
the obligation of said principal..... and sureties thereto; then this obligation shall be void, otherwise it
shall remain and be of full force and virtue.

Signed, Sealed and Delivered in Presence of }..... (SEAL)
..... }..... (SEAL)
..... }..... (SEAL)
..... }..... (SEAL)

State of Minnesota, }
County of..... } ss.

came personally before me on this..... day of..... A. D. 19.....
to me well known to be the persons who executed the foregoing bond, and each acknowledged that he
executed the same as his free act and deed.

State of Minnesota, }
County of..... } ss.

..... being first 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 freeholder in the County of..... 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.....

~~Cost by contractor for materials and labor to be paid by the contractor for the repair thereof~~

Upon the completion of said work according to the terms hereof, and the inspection and approval thereof by said engineer having charge thereof, and the surrender of the certificate of acceptance thereof to be issued to said first part.....by said engineer with the approval thereof by the Board of County Commissioners of said County indorsed thereon, to the County Auditor of said County, according to law, said party of the second part hereby agrees to pay to said part.....of the first part the contract price herein specified, out of the general ditch fund of said County, if said fund shall then be sufficient to pay the same; and in case said fund shall not then be sufficient to pay the same that it will pay the same as soon as said fund shall be sufficient to pay the same, with interest at the rate of six per cent per annum from the date such certificate shall be presented for payment until the same shall be called in for payment by the County Treasurer or the County Auditor of said County.

Completion to be on or before August 1, 1948.

IN WITNESS WHEREOF, the part Y of the first part hereto has hereunto set its hand.....s and the party of the second part has caused the same to be signed in its name by its County Auditor and his seal of office to be hereto affixed.

FOX & WEILER

By R. M. Weiler Partner

Anoka County, Minnesota.

By Ed Larson County Auditor.

The foregoing contract, and the specifications thereto attached and made a part thereof, and the form thereof, are hereby approved this 5th day of March A. D. 1948.

R. G. Strath Civil Engineer.

[Signature] County Attorney,

County, Minnesota.