

State of Minnesota,

County of Hennepin

} ss.

K.C. Richardson

18th

day of October, A. D. 1921, to me well known to be the persons described in and who

executed the foregoing bond and each acknowledged that he executed the same as his free act and deed.

My Commission Expires May 13 -

1921

Hennepin

County, Minnesota.

State of Minnesota,

STATE OF MINNESOTA

} ss.

COUNTY OF HENNEPIN,

} ss.

On this 10th day of

October

1921.

before me appeared H. D. BRUGGER

to me

personally known, who, being by me duly sworn, did say he is the Attorney-in-fact and Agent of the REPUBLIC CASUALTY COMPANY OF PITTSBURGH, PA.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said H. D. BRUGGER

acknowledged that he executed

said instrument as such Attorney-in-fact and Agent and as the free act and deed of said corporation.

SM-1-15-21

My commission expires May 13, 1924.

G. I. Guggisberg
Notary Public, Hennepin County, Minnesota.

Notary Public.

County, Minn.

My commission expires

19

I, _____, the Civil Engineer, appointed by the County

Board to survey the ditch mentioned in the foregoing and attached Contract and Bond, do Certify that the said Contract and the Bid therein mentioned is in compliance with the plans and specifications of such ditch and I do hereby approve the same.

Dated this _____ day of _____, 19____

Approved as to form and execution.

County Attorney.

Civil Engineer.

DRAINAGE BLANK

IN THE MATTER OF THE PETITION OF

AND OTHERS

For Constructing

Repairs Ditch No. 1A

Contract and Contractor's Bond

OF

The within Bond and the sureties therein are hereby approved this _____

day of _____, 19____

County Auditor.

Chairman of County Board.

Clerk of District Court.

Filed _____, 19____

County Auditor.

State of Minnesota,

County of Anoka

ss.

In the Matter of the Petition of Erick Sanderson and Others for a Repairs Public Ditch in the County of Anoka State of Minnesota.

This Agreement, Made this 5th day of Oct, 1921

by and between W.C. Richardson of Anoka Minn, party of the first part, and the County of Anoka State of Minnesota, party of the second part,

Witnesseth, That, Whereas, the County Board of Commissioners of Anoka County

State of Minnesota, did establish and order to be constructed a certain Repairs Public ditch by its order bearing date the 12th day of Jan, A. D. 1921, according to the report of the Civil Engineer appointed to survey the same, made and filed herein, and according to the report of the viewers appointed herein, made and filed herein, which ditch has been designated and numbered as Repairs County Ditch No. 14

And Whereas, At a public sale of the jobs of digging and constructing the entire work of said ditch in linear sections of one hundred (100) feet each, each of which sections are marked and known, and numbered by the stake or monument set by said Engineer at the foot of each of said sections, as shown by the report of said Engineer, commencing at the one including the outlet, and thence in succession to the one including the source, held on the 5th day of Oct, A. D. 1921, the said County Auditor, the Chairman of the County Board and the Clerk of the District Court of said County, did duly sell to said W.C. Richardson he being the lowest and best responsible bidder

therefor, the job of digging and constructing all sections of said ditch, numbered as follows, from said outlet, to-wit: all Repairs County Ditch No 14 Anoka County

and of leveling and constructing _____ miles of roadway at _____ Dollars (\$ _____) per mile

Now in consideration of the said premises, and the sum of Thirty Six hundred and Fifty DOLLARS

to be paid to H.C. Richardson as provided by law, the said H.C. Richardson

hereby contracts and agrees to dig and construct the Repairs of County Ditch No. 14 above described in the time and manner set forth in the report of said Engineer, upon which said ditch is established and according to the plans, specifications and conditions therefor on file in the office of the County Auditor

of said county, which plans and specifications are hereby made a part hereof, and subject to the approval of said Engineer and of said County Auditor.

Said party of the first part further agrees to pay as they become due, all just claims for all work and labor performed and all tools, machinery, skill and material furnished in the execution of this contract and to complete said contract according to its terms and to save the second party harmless from all costs, charges or expense that may accrue on account of the doing of the work specified in this contract, and to comply with the laws appertaining thereto.

The party of the first part further agrees that the said work shall be done under the supervision of said Engineer and that the said Engineer shall have the right, with the consent of the County Board, to modify and change his reports, plans and specifications as the work of construction of such ditch proceeds, and as circumstances may require, provided no change shall be made that will substantially impair the usefulness of the said ditch or any part thereof, or substantially alter its original character or increase the total cost of the work more than ten per centum of the total original contract price for the construction thereof, which added cost shall be paid by the party of the second part to the party of the first part at the cost fixed for like work in this contract.

The party of the first part further agrees to complete said work not later than Sept 1st, 1922

The party of the first part further agrees 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 limited therein originally or by extension and according to the plans and specifications contained in said Engineer's report, he shall forfeit and pay to said County the sum of Ten DOLLARS, for each day that such failure shall continue, and that no extension of the time within which to complete said work 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 and before such extension or accruing after the limit of the extension.

In Testimony Whereof, The parties hereto have executed this contract the day and year first above written.

Signed in the presence of

Wayne L. Rude
Leon Fitzmaurice

H.C. Richardson

Augusta County, Minnesota
Arthur Roswell County Auditor.

E.L. Ferguson Chairman of County Board.
Thos. G. Nelson Clerk of District Court.

[BOND]

Know All Men by These Presents, That K. C. RICHARDSON, of

Anoka, Minnesota,

as principal

and REPUBLIC CASUALTY COMPANY, a corporation of Pittsburgh, Pennsylvania,

as surety are jointly and severally held and firmly bound unto the County of Anoka

State of Minnesota, for the use of said County and of all persons who may show themselves to be aggrieved or injured, by any breach of the contract described herein, in the sum of THIRTY-SIX HUNDRED FIFTY AND NO/100 - - -

DOLLARS,

lawful money of the United States of America, to be paid to the said County of Anoka

State of Minnesota, its successors or assigns, and said persons so aggrieved or injured, their heirs, executors, administrators or assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

Sealed with our seals and dated the 10th day of October, A. D. 1921

The condition of the above obligation is such that, whereas at a public sale of the jobs of ~~digging and constructing~~ ^{repairing}

that certain public ditch designated and numbered as county Ditch No. 14

held on the 5th day of October, A. D. 1921, the job of ~~digging and constructing~~

~~that certain~~ all repairs for said ditch,

~~and of leveling and reconstructing~~ holes of roadways per mile

~~was~~ was duly sold to the said Principal and the said principal has made a contract with the said County of

Anoka, State of Minnesota, bearing date the 5th day of October

A. D. 1921, to construct the same:

Now, Therefore, If the said K. C. RICHARDSON

shall and does faithfully as they become due, pay all just claims for all work and labor performed and all skill Tools, Machinery and material furnished in the execution of said contract and save the said second party harmless from all costs, charges or expense that may accrue on account of the doing of the work specified in said contract and shall and does faithfully perform and complete said contract, and pay all damages, penalties and forfeitures which may accrue by reason of the failure to complete the said job and contract, within the time and in the manner required in said contract, therefore, and shall comply with the laws appertaining thereto, then the above obligation to be void, otherwise to remain in full force and effect; and in case of failure to perform said work in the manner and within the time required by the terms of said contract, the bondsmen hereon shall be liable for all damages resulting from such failure, whether the work be resold or not, and that any person showing himself injured by such failure may maintain an action upon this bond in his own name, and that actions hereon shall be successive in favor of all persons so injured. And no change, extension, alteration or addition to the terms of said Contract or Specifications, shall in anywise affect the obligation of the principals or sureties hereon.

Signed, Sealed and Delivered in the presence of

R. J. [Signature]
C. L. [Signature]
C. L. [Signature]
R. M. [Signature]

K. C. Richardson [SEAL]
REPUBLIC CASUALTY COMPANY [SEAL]
By *J. E. [Signature]* [SEAL]
Attorney-in-fact [SEAL]

SPECIFICATIONS

for ^{Repairs}
COUNTY DITCH NO. 14 ANOKA COUNTY MINN.

This work shall consist of furnishing all material tools labor and appliances and building complete in every detail ^{Repairs County Ditch No. 14} County Ditch No. 14 of Anoka County Minn, to the satisfaction of the Engineer and the County Commissioners of Anoka County, and in compliance with the contract, the plans and reports of such engineer on file and these specifications; also in compliance with the laws of the State of Minnesota pertaining to the construction of public ditches.

Work shall commence on or before the ^{1st} day of ^{Nov} 1921 and shall be prosecuted with due diligence until its completion, which completion shall occur on or before ^{Sept 1st} 1922.

The ditch shall at all points be of the widths and dimensions as shown on the plans, ditch and branches having a uniform slope as shown on the plans, the bottom of the same to be to the grade as shown on profiles, but, however, a deeper or larger ditch than specified will not be deemed a fault.

All earth removed from the main ditch shall be deposited at least ² feet from the edge of the ditch, nicely piled, from branch ditches at least ² feet. A clean berm will be required,

The contractor shall use care in leaving openings in low spots at points where the water naturally would enter.

All down stream ends of cutt offs in the old ditches or creeks and the entrances of all water courses into the ditch shall be left open.

Where the bank of this ditch runs within 20 feet or less of the bank of any old ditch or creek, the material from the new ditch shall be deposited in the old ditch or creek until completely filled.

The contractor shall clear the right of way of the ditch from outside to outside of spoil bank to outside of spoil bank by close cutting, the same to be trimmed and piled outside of the spoil banks and shall be and remain the property of the landowner on which said trees and brush are found. Any clearing not mentioned in the plans and estimates shall be done and the price included in the price per cubic yard or lump sum bid.

All material excavated from ditches that run parallel with and form side ditches for public roads shall be deposited on or near the shoulder of the road and in such manner as the engineer may direct-

The contractor shall so deposit the earth as to do the least damage to the adjacent property, and the engineer in charge shall be the sole judge of when this is done. The contractor shall remove all station stakes as the work progresses and set the same at approximately right angles to the ditch at convenient distances and drive the same firmly in the ground.

At any points where the ditches turn or angle or one ditch is intersected by another the contractor shall construct ditches on neat curves with such radius as the engineer may direct.