

Contract and Specifications

for

..... *Repairs*..... Ditch No. *20*.. in the County of Anoka,  
State of Minnesota.

THIS AGREEMENT , Made and entered into this ..... *6<sup>th</sup>*..... day of *November*  
..... A.D. 19. *14*.... between the County of Anoka in the  
State of Minnesota, party of the first part, and .. *Peter Nelson*.....  
of .. *Minneapolis, Minn.*..... party of the second part;

WITNESSETH, 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.....

..... *Repairs County Ditch No. 20 according*  
*to plans and specifications*.....

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.....  
For *Sixteen Hundred Ninety-two and <sup>27</sup>/<sub>100</sub> dollars* (*\$ 1692.27*.....) Dollars as given  
in my bid for the said work. The said work being .....  
the construction of a public ditch in the town of *Grove*.....  
..... in said county.

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 which are now 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 ..... *8*..... days after filing the  
required bond and signing this agreement, and shall complete the

the above described work on or before the .....15<sup>th</sup>.....  
day of .....July..... A.D. 1915..

And It Is Further Agreed, That the said party of the second part will furnish all materials, tools, labor and appliances necessary for the construction of the said work in the manner and with the time as set forth in this agreement.

And It Is Further Agreed, That the 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 .....10<sup>00</sup>.....Dollars for each and every day that the said work remains in an unfinished condition after the time above specified.

#### Terms.

County                   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 of Anoka 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 Commissioners 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 as a part of this agreement and shall 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 materials, tools, labor and appliances and building complete in every detail

of *Peppars County* Ditch No. *20*... of Anoka County to the satisfaction of the County Commissioners and the engineer and in compliances with the plans and reports of said ditch on file and ~~ix~~ of record in the office of the Auditor of the said Anoka County, and these specifications.

Time. Work shall commence on or before the .... *1st* of *th* of *November*....., 19*14*... and shall be pushed with due diligence until its completion, <sup>which completion</sup> shall occur before the ... *1st* day of *July*..... A.D. 19*15*.....

Clearing and Grubbing. The contractor shall clear the route of the ditch from all trees, underbrush, roots and stumps to a width of three (3) feet on each side at the top of the finished ditch and its branches. Such trees, underbrush, etc. to be 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 sufficiently wide to secure a completed ditch of the required width, even though, the opening has to be made wider than the width stated in the report of the engineer.

Material deposited. The material will be removed from the prism of the ditch and be deposited on either side in a compact pile along the route of the ditch as circumstances will admit, unless the ditch crosses a traveled or legally established road, or is otherwise specified by the engineer.

Along Road. Where an open ditch follows parallel and within four (4) ~~max~~ rods of 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 a ditch along the highway.

- Crosses**                    Where the line of the ditch crosses a traveled or  
**Road?**                    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 Three (3) feet of either side of the completed ditch. This space of Three (3) feet shall be, when the ditch is completed, free from earth or any material or roots or stumps.
- Surface.**                At each One Hundred (100) foot station an opening will be made in the bank of the material taken from the ditch and a shallow ditch at least Six (6) inches deep and One (1) foot wide will be dug from the natural surface of all marshes to the ditch itself in order to allow all surface water to reach the ditch.
- Old**  
**Ditches.**                Wherever 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 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 (100) foot and by placing a larger pole where the line of the ditch changes. These stakes are on the center line of the ~~proposed~~ proposed ditch and its branches and should be closely followed in the construction of the same.
- 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 (100) foot station will be made smooth and straight and the banks shall have a uniform slope of One (1) to One (1) between each of said points.

Levels have taken at the uneven points between the One Hundred (100) foot stations and quantities estimated for such unevenness so that the contractor will receive payment for each cubic yard of material removed.

Open Ditches. The general form of the open ditches shall be of the required width on top, of the required depth and having the side slopes of One (1) to One (1). Between stations the ditch shall have the same slope of the sides and shall be of sufficient width on top to secure that slope.

And It Is Futher 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 so made that will increase the cost of the work above Ten (10) per centum of the total original contract price. Any change so made will be done only on the written instructions of the engineer.

And It Is Futher Agreed, That the payments will be made by the said party of the first part by orders draw awn 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 written.

Witnesses.

*Chas B Hegland*  
.....  
*Wayne S. Ridge*  
.....  
.....  
.....

*Peter Nelson*  
.....  
.....  
*Chairman Board of Commissioners*  
*Anoka Co. Minnesota*  
.....  
*Arthur H. Aswell*  
.....  
*Auditor of Anoka Co Minn*  
.....

Bond.

KNOW ALL MEN BY THESE PRESENTS.

That we .Peter Nelson .of Minneapolis, Minnesota .....  
as principal ... and ...ROYAL INDEMNITY COMPANY of New York.....  
New York,  
.....as surities,  
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 aggr-  
eived or injured by any breach of the said contract; in the sum of  
Sixteen Hundred Ninety-two and 27/100 (1692.27) 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 ~~xxxxxxxixing~~ repairing.....  
of a certain public ditch designated as ditch No.20.....  
of Anoka County, held the ..... day of  
.....A.D.19...., a certain section thereof  
numbered .....  
.....  
were sold to .....Peter Nelson..... of  
.Minneapolis, Minnesota... and the said Peter Nelson.....  
..... 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 6th.....A.D.1914...  
to construct the same.

Now, therefore, if the said Peter Nelson.....  
shall truly and faithfully 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, extension, addition or alteration shall in no case affect the obligation of this bond or of the obligation of the said principal and sureties thereto; then the above obligation to be void, otherwise remain in full force and virtue.

Signed, sealed and delivered

in the presence of .....

*Arthur H. Roswell*  
.....  
*Genevieve M. Ellinger*  
.....  
*Laura L. Peterson*  
.....

*Peter Nelson*  
..... (Seal)

..... (Seal)

ROYAL INDEMNITY COMPANY (Seal)

By *A. W. Gillespie*  
Attorney-in-fact.

State of Minnesota, )  
                                  ) SS.  
County of Anoka.        )

*Peter Nelson* came personally before me this *23<sup>d</sup>* day of *November* A.D. 19*14*.. to be known to be the person who executed the foregoing bond, and ~~was~~ acknowledged that he executed the same as his free act and deed.

*Arthur H. Roswell*  
.....  
*County Auditor*  
.....  
*Anoka Co Minn*  
.....

State of Minnesota, )  
                                  ) ss.  
County of Anoka.        )

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.....

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 Anoka, State of Minnesota, and worth the sum of

.....

Dollars above his debts and liabilities and exclusive of his property exempt from execution.

.....

.....

Subscribed ~~xxx~~ to and sworn to before me this ..... day of

..... A.D. 19...

.....

.....



STATE OF MINNESOTA }  
COUNTY OF HENNEPIN } ss.

On this 21 day of November 1914, before me, a Notary Public, within and for said County and State personally appeared H. D. GILLESPIE, to me personally known, who being duly sworn, upon oath, did say that She is the Attorney-in-fact of and for ROYAL INDEMNITY COMPANY, a corporation of New York, created, organized and existing under and by virtue of the laws of the State of New York; that the Corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said H. D. GILLESPIE did acknowledge that she executed the said instrument as the free act and deed of said Company.

*W. J. Anderson*

Notary Public, Hennepin County, Minnesota

My Commission expires Apr. 5, 1917

Contract and  
Specifications  
Repairs Co. Ditch  
No. 20.

The form and execution  
of the within instrument  
is hereby approved, subject to  
approval of Chairman.  
Dec. 18th 1914.

W. J. Anderson  
Notary