

State of Minnesota,

County of Cook } ss.

H. C. Beckman came personally before me, on this

day of November, A. D. 1920, to me well known to be the person described in and who

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

Wm. H. Gausel

My Commission Expires 19 } ss. Wm. H. Gausel Notary Public.
Cook County, Minnesota.

State of Minnesota,

County of } ss.

STATE OF MINNESOTA,)

COUNTY OF HENNEPIN) SS

Be it known, that on this 16 day of Nov A.D. 1920, before me appeared E. J. Jurgens to me personally known, who being by me sworn, did say that he is the Agent and Attorney in fact of the Lion Bonding & Surety Company, the corporation whose name is affixed to the foregoing instrument; that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and the said instrument was executed in behalf of said corporation by authority of its Board of Directors, and said E. J. Jurgens acknowledged said instrument to be the free act and deed of said corporation.

R. A. Stole

Notary Public, Hennepin County, Minnesota.
My commission expires July 25-1926.

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 10-25 day of November, 1920

Approved as to form and execution.

Wm. Beckman
County Attorney.

Wm. H. Gausel
Civil Engineer.

RAINAGE BLANK

THE MATTER OF THE PETITION OF

AND OTHERS

For Constructing

Ditch No.

Contract and Contractor's Bond

OF

within Bond and the sureties therein are approved this

County Auditor.

Chairman of County Board.

Clerk of District Court.

County Auditor.

State of Minnesota,

County of Anoka,

ss.

In the Matter of the Petition of Edward Anderson and Others for a Public Ditch Repairs in the County of Anoka, State of Minnesota.

This Agreement, Made this 31st day of August, 1920 by and between K. G. 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 Board of County 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 31st day of July, A. D. 1920, 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. 28.

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 24th day of August, A. D. 1920, 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 K. G. Richardson he being the lowest and best responsible bidder therefor, the job of digging and constructing sections of said ditch, numbered as follows, from said outlet, to-wit: Laterals 1, 2, 3 and 4 of Branch No. 3, Branches 5, 6, 7, 8, 9 and 10, Lateral 1 of Branch 6, and Lateral 1 of Branch No. 10;

and of leveling and constructing ~~XXXXXXXXXXXX~~ miles of roadway at ~~XXXXXXXXXXXX~~ Dollars (\$XXXX) per mile

Annel Stevens

E. L. Ferguson
Chairman of County Board.
Thos A. Nelson

[BOND]

Know All Men by These Presents, That K. C. Richardson, of Anoka, Minnesota,
as principal

and LION BONDING & SURETY COMPANY, a corporation of Omaha, Nebraska,

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

Nineteen-thousand five-hundred sixty-seven and 37/100 (\$19,567.37) - - - - - 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 November, A. D. 19 20

The condition of the above obligation is such that, whereas at a public sale of the jobs of digging and constructing that certain county ditch designated and numbered as repairs of county Ditch No. 28 held on the 24th day of August, A. D. 19 20 the job of digging and constructing certain sections thereof numbered Laterals 1, 2, 3, and 4, of Branch No. 3, Branches 5, 6, 7, 8, 9, and 10, Lateral 1 of Branch 6, and Lateral 1 of Branch No. 10;

~~and for digging and constructing~~ ~~the said ditch~~ ~~for the~~

were 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 31st day of August, A. D. 19 20, 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, therefor, 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

M. B. Egl
D. P. Richardson
G. V. Gehrus

K. C. Richardson [SEAL]
LION BONDING & SURETY COMPANY [SEAL]
By *C. L. Juggsbery* [SEAL]
Attorney-in-fact [SEAL]

M. B. Egl

Now in consideration of the said premises, and the sum of Nineteen Thousand Five Hundred Sixty Seven and 37/100 DOLLARS

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

hereby contracts and agrees to dig and construct the Branches and Laterals

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 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 January 1, 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.

K. C. Richardson

Signed in the presence of

Annela Stevens

Anoka County, Minnesota

Arthur A. Sweet

County Auditor.

E. L. Ferguson

Chairman of County Board.

Philo & Nelson

SPECIFICATIONS AND CONDITIONS

for

Repairs County Ditch No. 28 Anoka County, Minnesota.

This work shall consist of furnishing all materials, tools, labor and appliances, and building complete in every detail Repairs County Ditch No. 28 of Anoka County, Minnesota, to the satisfaction of the County Commissioners of Anoka County, and the engineer and in compliance with the plans and reports of such engineer on file and of record in the office of the Auditor of said County and these specifications.

Work shall commence on or before the 1st day of ~~January~~ October A.D. 1920 and shall be pushed with due diligence until its completion, which completion shall occur on or before the 1st day of January A.D. 1922.

The contractor will give notice to the Township Supervisors, at least one week before he crosses any public highway with an open ditch, so that a temporary bridge may be prepared.

The contractor shall clear (by close cutting) the right of way of the ditch from outside to outside of spoil banks, of all trees and underbrush and shall grub all stumps and roots to a width of three feet on each side of the finished ditch. All trees and underbrush cleared from the right of way shall be trimmed and piled outside of the spoil banks, and shall be and remain the property of the owner of the land on which said trees etc. are found.

All downstream ends of cut offs in old ditches and the entrances of all water courses into the ditch shall be left open. Openings of at least two feet in width shall be left in the spoil banks at the low places in the land to permit the entrance of surface water.

All material excavated from the Main ditch from Station 0 to 31, from Branches No. 1, 2, 3 and 5A and Laterals No. 1 and 2 of Branch No. 2 shall be deposited on the shoulder or in the center of the road known as Central Avenue which runs parallel with the ditches above mentioned. Material excavated from other ditches and branches to be deposited on either side of the completed ditch or as the Engineer may direct.

The bridging of the roads where the ditch crosses will be done by the County or Town Supervisors unless otherwise designated and except where culverts are to be put in by the contractor and which are specified in the plans.

All culverts shall be of the size and gauge as given on the plans and shall test 99.85% pure iron or better.

The ditch shall 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. The bottom between each One Hundred foot station shall be made smooth and straight and the banks shall have ^a uniform slope of One to One between each of said points, unless otherwise designated on the plans.

The Main ditch and Branches No. 1, 2, 3, and 5A and Laterals 1 and 2 of Branch No. 2 shall have a berm of not less than Ten (10) feet, and the remaining ditches and branches to have a berm of not less than three (3) feet.

Where the ditch or branches follow an old ditch the center line of the old ditch is to be taken for the center line of the new ditch and the old ditch to be enlarged equally on both sides of its center line, unless otherwise directed by the Engineer, The idea being to secure a uniform slope on both sides.

The contractor will make arrangements with Telephone Companies to move their poles and wires where said poles and wires are in such position as to interfere with the construction of the ditch.

The plans, reports, specifications and the General Laws of the State of Minnesota relative to the construction of public ditches must be considered in submitting bids on this work and for the construction of Same.

The making of estimates shall not be construed as an acceptance of any portion of the work or materials, but the contractor shall be liable to all the conditions of these specifications and his agreement until the job is completed and accepted.