



work on or before the .....<sup>1st</sup>.....day of *Dec*.....A. D.....19*16*

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 within 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 .....<sup>Ten</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 superintendance 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 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 *Peppan County* Ditch No. .... *38* ..... Anoka County, to the satisfaction of the County Commissioners and the engineer and in compliance with the plans and reports of said ditch on file and 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 day* of ..... of *Aug* ..... 19*16*, and shall be pushed with due diligence until its completion, which completion shall occur before the *1st* day of *Dec* ..... A. D. 19*16*.....

Clearing and grubbing. The Contractor shall clear the route of the ditch from all trees, underbrush, roots and stumps, to a width of *2* 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.

Along Road. Where an open ditch follows parallel and within four (4) 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 turn pike along the center line of the said road and to a length equal to the length of a ditch along the highway.

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.

**Crosses** Where the line of the ditch crosses a traveled or legally established road, the material from the ditch will be deposited in such manner as the engineer may direct.

**Berm.** No earth or other material shall be left on the side of the ditch within  $\dots\frac{1}{2}\dots$  feet of either side of the completed ditch. This space of  $\dots\frac{1}{2}\dots$  feet shall be when the ditch is completed, free from earth of any material, or roots, or stumps.

**Surface.** At each One Hundred (100) foot station an opening will be 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** 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 crossings situated, unless otherwise designated and will be built in accordance with the plans in said Engineer's 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 ditches changes. These stakes are on the center line of the 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, unless otherwise designated on plans.

Levels have been 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) unless otherwise designated on plans. 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 Further 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 made so that it 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 Further Agreed, That the payments will be made by the said party of the first part by orders drawn 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 the lands by the Counties, of the said State.



Bond.

KNOW ALL MEN BY THESE PRESENTS,

That we..... *W. D. Simmons* .....

as principal ..... and ..... *J. A. Simmons* .....

..... *W. D. Simmons* ..... as sureties,

are held and firmly bound to the County of Anoka, State of Minnesota, and to any person or persons who may perform any work of labor or furnish any skill or material in the execution of the contract herein described, or who may show themselves to be aggrieved or injured by any breach of the said contract; in the sum of ..... *1295 and 67* ..... 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 constructing..... *all* .....

of a certain public ditch designated as ditch No. .... *38* ..... of Anoka County, held the ..... *10<sup>th</sup>* ..... day of .....

..... *July* ..... A. D. 19. *16* .., a certain section there of numbered ..... *all* .....

..... were sold to ..... *W. D. Simmons* .....

..... *Forest Lake, Minn.* ..... and the said ..... *W. D. Simmons* .....

..... *ha-3* .. made contract with the County Auditor of the said Anoka County acting for and in the place of the said County bearing date of ..... *July 10<sup>th</sup>* ..... A. D. 19. *16* .....

to construct the same. Now, therefore, if the said..... *W. D. Simmons* .....

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 the said contract, such changes, extension, addition or alteration shall in no case effect 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 .....

*A. F. Mackinnon* ..... (Seal)  
*Geo B. Pinner* ..... (Seal)  
..... (Seal)  
..... (Seal)  
..... (Seal)

State of Minnesota,  
County of ~~Washington~~

*W. J. Simmons, J. J. Simmons* *et al*  
*vs* *W. Mackinnon*

Came personally before me this 26  
day of July ..... A. D. 1914 to me known to  
be the person who executed the foregoing bond, and each  
acknowledged that he executed the same as his free act  
and deed.

*A. F. Mackinnon*  
.....  
*Notary Public*.....

*My commission expires Feb. 22, 1923*

State of Minnesota )  
County of ~~Washington~~ ) SS.

*W. J. Simmons* and  
*W. Mackinnon* .....

being first duly sworn, both 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 ~~Washington~~ State of Minnesota and  
worth the sum of *Twenty hundred* \$ *1300.00*  
Dollars, above his debts and liabilities and exclusive of

his proper... exempt from execution.

*J. A. Zimmerman*  
.....  
*W. H. McClellan*  
.....

Subscribed to and sworn to before me this .. 26 .. day

of .. July .. A. D. 1916 ..

*A. F. MacArthur*  
Notary Public

*My commission expires 04-22-1923*

*W. H. McClellan*  
*W. H. McClellan*  
*W. H. McClellan*

Rep. D. #38

Contract  
& Bond

Filed this 28<sup>th</sup> day  
of July 1916  
by Arthur R. Howell  
County Auditor.

W. C. P. P.  
1916

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