

#51



Form  
Filed this 26th  
of November 1909  
Arthur H. Stone  
County Auditor

Contract  
Filed this \_\_\_\_\_  
of \_\_\_\_\_ 19\_\_\_\_  
County Auditor





in accordance with the laws of the State of Minnesota relative to  
 the construction of public ditches in the said state

CONTRACT AND SPECIFICATIONS

FOR

Ditch No. 51, in the County of Anoka, State of Minnesota.

THIS AGREEMENT, Made and entered into this .....  
 16<sup>th</sup> day of February ..... A. D. 1910 .....

between the County of Anoka, in the State of Minnesota, party of  
 the first part and Fred Johnson ..... of Grandef  
 Minnesota, 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 :-

Main Line and Branches and Laterals  
 of County Ditch No 51 for nine cents per  
 cubic yard

For Three Thousand Seven Hundred and <sup>and 89/100</sup> 3727.39 Dollars .....  
 as given in my bid for the said work. The said work being .....  
 the construction of a public ditch in the towns of .....  
 Ramsey ..... in the 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  
 on file in the office of the Auditor of the said Anoka County, and

CONTRACT AND SPECIFICATIONS

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 *Sixty* days after the filing the required bond and signing this agreement, and shall complete the above described work on or before the *31<sup>st</sup>* day of *December* A. D. 19*10*.

AND IT IS FURTHER AGREED, That the said party of the second part will furnish all material, 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 *Five* <sup>*as liquidated damages*</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

second half of the year 1910...  
and in 1911...  
the construction of public ditches in the state...  
in accordance with the laws of the state of Minnesota relative to

the opening has to be made wider than the width stated  
in the report of the engineer,  
the survey and superintendence of this work.

Plans.  
Detailed.

The material will be removed from the route of  
the ditch and be deposited on either side as a road.  
The plans, reports, specifications and the  
general laws of the State of Minnesota relative  
to the construction of public ditches must be consider-  
ed in submitting bids on this work and for the construc-  
tion of the same.

SPECIFICATIONS.

General Description.

This work shall consist of furnishing all mater-  
ial, tools, labor and appliances and building complete  
in every detail of Ditch No. 51 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 of record in the office of  
the Auditor of the said Anoka County, and these  
specifications.

Time  
Crossed Road.

Work shall commence on or before the *16th*  
of *April* 1910 and shall be pushed with  
due diligence until its completion, which completion  
shall occur before the *31st* day of *December*  
A. D. 1910.

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 of the top of the  
finished ditch and its branch. Such trees, under-  
brush, etc. to be removed and piled outside of the  
ditch. At each end of the ditch, the earth taken from the prism of the ditch and its branch  
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

of in appropriate place on this work and for the contractor  
to the contractor of all the different work be considered  
General laws of the State of Minnesota relative  
The above reports, specifications and the  
the value and independence of this work.

By the

Old Ditches.

Material

Deposited.

Along road.

Along road.

Crosses Road.

Crosses Road.

Berm.

Surface Drains.

Surface Drains.

the opening has to be made wider than the width stated  
in the report of the engineer.

Where a bank of an old ditch runs across a road  
The material will be removed from the prism of  
feet or less on each bank of an old ditch. The material  
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.

Where an open ditch follows parallel and within  
the town or village the crossing is situated 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 turnpike along the center line  
of the said road and to a length equal to the length  
of the ditch along highway.

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

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.

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.

Where a bank of this ditch runs within twenty (20) feet or less of a bank of any old ditch <sup>or Creek</sup> the material from the new ditch shall be deposited in the old ditch <sup>or Creek</sup> 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) feet and by placing a larger pole where the line of the ditch 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 on One (1) to One (1) between each of said points.

Levels have been taken at the uneven points between 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.

#### Laying Pipe.

All pipe shall be laid in the presence of the

Brigade.

to complete till the same.

When the work is completed, the same shall be deposited in the open  
trench or hole of a bank of sand or gravel, the water  
shall be kept out of the trench and the same shall be covered (80)

Open Ditches.

engineer and by means of lines strung on the center  
line of the pipe and at some feet above the grade  
of the bottom; then by means of plumb and pole the  
pipe shall be properly placed on the line and grade.  
All pipes shall be laid straight from point of  
curve to point of curve and on the proper grade.

At the angle the pipe may be laid on a curve to be  
staked out by the engineer.

**Joints.** The joints of all sewer pipes will be cemented  
with a mortar composed of one (1) part of cement  
to two (2) parts of the sand. The bottom of the  
bell to be filled with the mortar and when the next  
pipe is laid the remainder of the bell to be complete-  
ly filled with the same mortar and firmly pressed  
into the joint. Particular pains must be taken that  
the bottom of the pipe is smooth and straight on the  
inside of the bore.

**Retaining Walls.** At either end of the pipe where exposed the end  
will be protected by means of a small retaining wall  
at least twelve (12) inches in thickness; two (2)  
feet in width and three (3) feet in height, the said  
retaining wall to be made of Portland cement concrete.  
The wall to be built in forms and no part of the form  
to be removed within five (5) days after the wall  
is completed.

**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 to one (1) to one (1)  
Between the stations the ditch shall have the same  
slope of the side and shall be sufficient width  
on top to secure that slope.

engineer to be bound by the plans and specifications on file with the  
 engineer to be properly based on the true and correct  
 of the bottom: then by means of binding and bore the  
 line of the pipe and at some level above the base  
 engineer and by means of lines starting on the center

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 by it agreed that that no change will be  
 so made that will increase the cost of the work above two (2) 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 lands by the Counties of the said State.

IN WITNESS WHEREOF, The said parties of this agreement  
 have hereunto set their hands and seals the day and year first  
 above written.

Witnesses  
*Fred Johnson*  
*Arthur J. Smith*  
*W. A. Gallagher*  
*C. A. P.*  
*Auditor of Anoka Co.*

of the said Anoka County, and in the presence of the  
 court hearing date of *July 16, 1911*  
 to witness the same.  
 and to faithfully keep and perform all of the terms of the  
 said contract, nor shall they be liable for any damages which may  
 result from the construction of said work, nor shall they be liable  
 for the payment of the balance of the said contract.



... shall be done only on the written instructions of the engineer.  
... of the first original contract. And where so much  
... shall increase the cost of the work more than (\$ ) per  
... of completing the work or if it is found that no change will be  
... shall be made the above specifications of the contract  
... it is further agreed that as the work progresses the

**BOND.**

KNOW ALL MEN BY THESE PRESENTS:

That we, *Fred Johnson* .....

as principal and MASSACHUSETTS BONDING AND INSURANCE COMPANY .....

as a corporation of Boston, Mass., as surety.

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 aggrieved or  
injured by any breach of the said contract; in the sum of .....

*Three Thousand Eight Hundred* 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 obligation are such that whereas  
that, at a public sale of the work of constructing .....  
of a certain public ditch designated as ditch No. *51* .....  
of Anoka County, held the *16th* day of .....  
*February*, A. D. 1910, certain section there of numbered .....

*The complete ditch, its laterals and branches* .....  
were sold to *Fred Johnson* .....

of *Grandy, Minn.* and the said *Fred Johnson* .....

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 *Feb. 16* ..... A.D. 1910  
to construct the same.

NOW THEREFORE, if the said *Fred Johnson* .....  
shall truly and faithfully keep and perform all of the terms of the  
said contract; pay all charges and damages which may accrue ~~of the~~  
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

as contractor of work to be done on the premises of the  
 as principal and as surety for the work to be done on the premises of the  
 as principal and as surety for the work to be done on the premises of the  
 К И О М В Г Р М Е И В А Л Н Е С Е Ъ В Е С Е М Л С :  
 В О Р Б .

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, extensions, addition or alterations 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 presence of  
*W. Blougen*  
*W. Emerson*  
*M. E. Poney*

FRED JOHNSON (Seal..)  
 MASSACHUSETTS BONDING AND INSURANCE COMPANY  
 By *Charles W. ...* (Seal..)  
 Attest *Albert F. ...* (Seal..)  
 its attorneys in fact

State of Minnesota )  
 County of ~~Anoka~~ *Isanti* ) SS.

*Fred Johnson* Came personally before me this 17<sup>th</sup> day of February A. D. 1910 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.

*W. Blougen*  
 Notary Public, Isanti County, Minnesota.  
 My Commission Expires Dec. 31, 1911.

*To Notary add justification of sureties to this bond*

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

On this 18<sup>th</sup> day of July, 1910, before

me, a Notary Public within and for said County and State, personally appeared.....  
Charles H. Van Campen

and, Albert F. Becker and to me personally known

who, being by me duly sworn, upon oath did say that they are the agents and attorneys in fact of and for the Massachusetts Bonding and Insurance Company, a body corporate, duly incorporated under the laws of the Commonwealth of Massachusetts, and having its principal office in Boston, Mass.; that the corporate seal affixed to the foregoing and within instrument is the seal of the said company; that the said seal was affixed and the said instrument

was executed by authority of its Board of Directors: and the said.....

~~Charles H. Van Campen~~ and Albert F. Becker did severally acknowledge that they executed the said instrument as the free act and deed of said company.

[Signature]  
Notary Public, Hennepin County, Minnesota.  
My commission expires August 3rd, 1914.  
My commission expires Jan. 7, 1911.

Subscribed and sworn to before me this ..... day of .....  
..... A. D. 19 .....

*Handwritten:*  
Bnd - enclosed OK  
Mrs 110

.....  
A say,  
above  
is a  
ota,  
.....  
is property