

LION

KNOW ALL MEN BY THESE PRESENTS, That we the Berger Manufacturing Company of Minneapolis, Minnesota, as principal and Lion Bonding & Surety Co., of Omaha, Nebraska, as Surety, are held and firmly bound unto the County of Anoka, State of Minnesota, and to any person or persons who may show themselves to be aggrieved or injured, by any breach of the contract described herein, in the sum of Sixty-six hundred and no/100 (\$6600.00) 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 aggrieved or injured, their heirs, executors, administrators or assigns, for which payment, well and truly ~~an~~ be made, we bind ourselves, our heirs, executors and administrators firmly by these presents.

Sealed with our seals and dated the 31st day of August, A. D. 1915.

The condition of the above obligation is such that, whereas at a public sale of the jobs of digging and constructing that certain ditch designated and numbered as County Ditch No. 53 Anoka, County, Minn., held the 31st day of August A. D. 1915, certain sections therein numbered according to plans and specifications hereto attached were duly sold to the said Berger Manufacturing Company of Minneapolis, Minnesota and the said Berger Manufacturing Company has made a contract with the said County of Anoka, State of Minnesota, bearing date the 31st of August, 1915, to construct the same;

NOW THEREFORE, If the said Berger Manufacturing Company shall and does faithfully as they become due, pay all just claims for all work and labor performed and all skill and material furnished in the execution of said contract and save the said second party harmless from any cost, charge of expense that may accrue on account of the doing of the work specified in said contract and shall and does faithfully perform and fulfil his said contract and pay all damages 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, then the above obligation to be void, otherwise to remain in full force and virtue; and in case of failure to construct said work according to 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 herein 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 presence of

Geo. J. Kees
Sam Glassberg
R. Lillian Gerber
Sadie K. Blesi

THE BERGER MANUFACTURING COMPANY

Wm. W. Lux

LION BONDING & SURETY CO.

BY John Steves
Attorney in fact.

STATE OF MINNESOTA
SS
COUNTY OF HENNEPIN

On this 11th day of September, 1915, before me a Notary Public within and for said County and State, personally appeared W. Lux to me personally known, who being by me duly sworn, upon oath did say that he is the Manager and Attorney of and for the Berger Manufacturing Company a corporation of Canton, Ohio, created organized and existing under and by virtue of the laws of the State of Ohio, and duly licensed to do business in the State of Minnesota, according to law; that the corporate seal affixed to the foregoing within instrument is the seal of said

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

On this 1st day of September 1915, before me a Notary Public within and for said County and State, personally appeared John S. Steves to me personally known, who being by me duly sworn, upon oath did say that he is the Agent and Attorney-in-fact of and for the LION BONDING & SURETY CO., a corporation of Omaha, Nebraska, created, organized and existing under and by virtue of the laws of the State of Nebraska; that the corporate seal affixed to the foregoing within instrument is the seal of said Company; that the said seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said John S. Steves did acknowledge that he executed the said instrument as the free act and deed of said Company.

Notary Public, Hennepin Co. Minn.
My Commission Expires Sept. 2nd 1921

Sadie K. Blesi
Notary Public, Hennepin County, Minn.

that actions herein 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 presence of

Geo. J. Kees
Sam Glassberg
R. Lillian Gember
Sadie K. Blesie

THE BERGER MANUFACTURING COMPANY

[Signature]

LION BONDING & SURETY CO.

BY John Steves
Attorney in fact.

STATE OF MINNESOTA
SS
COUNTY OF HENNEPIN

On this 11th day of September, 1915, before me a Notary Public within and for said County and State, personally appeared D. W. Lux to me personally known, who being by me duly sworn, upon oath did say that he is the Manager and Attorney of and for the Berger Manufacturing Company a corporation of Canton, Ohio, created organized and existing under and by virtue of the laws of the State of Ohio, and duly licensed to do business in the State of Minnesota, according to law; that the corporate seal affixed to the foregoing within instrument is the seal of said Company; that the said seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said D. W. Lux did acknowledge that he executed the said instrument as the free act and deed of said company.

Scott Sherman
Notary Public, Hennepin Co. Minn.

My Commission expires
July 19th 1918

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CONTRACT AND SPECIFICATIONS

FOR

DITCH NO. 53, ANOKA COUNTY MINN.

THIS AGREEMENT, Made and entered into this 31st day of August A.D. 1915 between the Board of Anoka in the State of Minnesota, party of the first part and The Hager Mfg Co. 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 **CONTRACT AND SPECIFICATIONS**

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 manner hereinafter specified **the following specified work:**
Clean open ditch from Golden Lake to end of sewer tile line at **DISTRICT NO. 53** Main Ditch and to install complete in every detail **36 inch** gauge non-corrosive metal corrugated galvanized iron pipe, across construction of 36 inch **ANOKA COUNTY MINN.** Calked joints and recovered with **JAMES CORR** and to furnish all tools labor and material necessary in and about said work for as many lineal **ENGINEER** the County Board may direct for the sum of \$4.50 per lineal foot for pipe and installation and the lump sum of \$1800.00 for cleaning open work, as given in said contract for the said work on the 31st day of August A. D. 1915 The said work being
The repair of the public County Ditch No. 53 in said County.

IT IS AGREED That the work shall be done within the time as hereinafter specified, and in the manner specified and in accordance with the report, of the Civil Engineer, plans and specifications and profile of said ditch, which are on file in the office, of the Auditor of said Anoka County, and in accordance with the laws of the State of Minnesota relative to the repair of public ditches in the said State.....

AND IT IS FURTHER AGREED, that the said party of the second part shall complete their work on or before Oct 1st 1915, and shall complete the said work on or before the 31st day of December.....

AND IT IS FURTHER AGREED, that the said party of the second part will furnish all material, tools, labor and expenses 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 said party of the second part shall be bound to complete the work, as hereinbefore specified, within the time or according to the terms of an agreement, then the said party of the second part shall forfeit to the said County of Anoka the sum of ten (10) Dollars for each and every day that the said work shall be in an unfinished condition after the time above specified.

TERMS.

Leon Banker

1200 / 450

*600
4800*

1200 cleaning

*6600
amount of contract*

The term "County Board" intended in this Agreement is intended to designate a majority of the members

CONTRACT AND SPECIFICATIONS

FOR

of the DITCH NO. 53, ANOKA COUNTY, MINN.

of Anoka in the State of Minnesota.

THIS AGREEMENT, Made and entered into this 31st day of August A.D. 1915 between the County of Anoka in the State of Minnesota, party of the first part, and The Berger Mfg. Co. of Minneapolis, Minn, party of the second part:

with the County for the construction of any part of this work.

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 manner hereinafter specified the following described work:

Clean open ditch from Golden Lake to end of upper tile line at station 126x90 of Main Ditch and to install complete in every detail #12 U.S. Gauge no-co-ro metal corrugated galvanized iron pipe, acme construction of 24 inch core inside of corrugation. Calked joints and recovered with 5 ft. of dirt and to furnish all tools labor and material necessary in and about said work for as many lineal feet as the County Board may direct for the sum of \$4.50 per lineal foot for pipe and installation and the lump sum of \$1200.00 for cleaning open work.

as given in my bid, submitted for the said work on the 31st day of August A. D. 1915. The said work being..... The repair of the public County Ditch No. 53 in said County.

it is completed which completion shall occur before the Dec. 31st 1915.

AND IT IS AGREED That the work shall be done within the time as hereinafter specified, and in the manner specified and in accordance with the report, of the Civil Engineer, plans and specifications and profile of said ditch, which are on file in the office, of the Auditor of said Anoka County, and in accordance with the laws of the State of Minnesota, the relative to the repair of public ditches in the said State.....

AND IT IS FURTHER AGREED, That the said party of the second part shall commence work within on or before Oct. 1st 1915, and shall complete the above described work on or before the 31st day of December.....A.D. 1915.....

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 within the time as set forth in this agreement.

AND IT IS FURTHER AGREED, That 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 ten (10) Dollars for each and every day that the said work remains in an unfinished condition after the time above specified.

TERMS.

The term " County Commissioners" however used in this Agreement is intended to designate a majority of the members of the County Commissioners

The Ditch and its branches has been staked by placing stakes of clearing iron wire, numbered at each ONE HUNDRED (100) feet. 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, except at angles in the center line which shall be curves as directed by the Engineer.

The ditch and its branches will be excavated to the depth, the original spring bank in every way conforming to the original the width on top, the width on the bottom and have the banks of excavation said ditch. Excavation 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) feet station will be made smooth and straight and the banks will have a uniform slope of one and one-half (1 1/2) to one (1) between each of said points of main ditch and one (1) to one (1) on all branches and laterals. 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 removed.

All pipe shall be laid in the presence of the Engineer and by means of lines strung on the center line of the pipe three and at the 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 and on the proper grade. At the angle the pipe may be laid on a curve to be staked out by the Engineer.

The General form of the open ditches shall be of the required depth and having the side slopes of one and one half (1 1/2) to one (1) between the stations and shall be sufficient width on top to secure that slope. The contractor shall provide all tools, labor material and supplies and the excavation necessary to lay said pipe with the said iron pipe and the covering of said ditch with five feet of earth after the work is satisfactory to the Engineer.

ONE HUNDRED (100) feet. These
The County Commissioners shall require the contractor to
cleaning open ditch and replacing clay tile with corrugated galvanized
replace as many lineal feet of the clay pipe with the said iron
iron pipe as they in their judgment may deem necessary and they shall
From the station 160 to station 148-70 and from Station
144-46 to station 126-92 the bottom of the ditch has raised above
grade and the work will be excavating this part of the ditch
to its original grade and depositing the material so excavated on
the original spoil bank in every way conforming to the original
specifications for excavation said ditch.

Open
Ditch

Work to be done under these specifications consists of
The County Commissioners shall require the contractor to
cleaning open ditch and replacing clay tile with corrugated galvanized
replace as many lineal feet of the clay pipe with the said iron
iron pipe as they in their judgment may deem necessary and they shall
From the station 160 to station 148-70 and from Station
144-46 to station 126-92 the bottom of the ditch has raised above
grade and the work will be excavating this part of the ditch
to its original grade and depositing the material so excavated on
the original spoil bank in every way conforming to the original
specifications for excavation said ditch.

AND IT IS HEREBY AGREED THAT AS THE WORK PROGRESS

Corrugated
Galvanized
Iron Pipe

From Station 126-92 to Station 110-20 the 24 inch clay
pipe now in place has become cracked and broken and the work to be
done between those stations shall be the replacing of the clay
pipe with corrugated galvanized iron pipe of not less than 24 inches
diameter clear of the corrugations on the inside of bore. The iron
used in said pipe shall be not thinner than twelve (12) gauge
and must be well galvanized.

Payments

The iron used in the manufacture of said pipe must have a
chemical analysis of not less than 99.90 pure iron, and be of such
brand of manufacture as will be satisfactory to the Engineer.

If in riveted sections the sheets must be well riveted and
sand tight joints made with iron bands engaging not less than three
corrugations on each joint of pipe. The bands must be well bolted with
heavy bolts.

Stavecase

If sectional pipe is used the sections must be put
together with broken joints and bolted with heavy bolts. The work
to be under the direct supervision of the Engineer and be done
satisfactory to said Engineer.

Bids

Contractors shall bid a lump sum for cleaning the open
ditch and shall bid by the lineal foot for replacing the clay pipe.
The price bid per lineal foot shall include the furnishing of
the corrugated galvanized iron pipe, all tools, labor material
and supplies and the excavation necessary to replace said clay
pipe with the said iron pipe and the covering of said iron
pipe with five feet of earth after the work is satisfactory to the
Engineer.

Know All Men by These Presents:

That the LION BONDING & SURETY CO. of Omaha, Nebraska, by **Henry Haubens** its President, and **C. W. Shaffer** its Secretary, in pursuance of a certain resolution passed by its Board of Directors at a lawful meeting held on the twenty-eighth day of January, A. D. 1908, a copy of which resolution is embodied herein, does hereby nominate, constitute and appoint **JOHN S. STEVES** of **MINNEAPOLIS, MINNESOTA**, its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed

Any and all bonds, obligations, recognisances, or conditional undertakings to be filed anywhere in the State of Minnesota.

and the execution and acknowledgment of such bond by the said **JOHN S. STEVES** of **MINNEAPOLIS, MINNESOTA**

in pursuance of these presents, shall be as binding upon said Company as fully and amply to all intents and purposes as if said bond had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

IN WITNESS WHEREOF, the said **Henry Haubens** President, and **C. W. Shaffer** Secretary, have hereunto subscribed their names and affixed the corporate seal of the said LION BONDING & SURETY CO. of Omaha, Nebraska, this **15th** day of **June**, A. D. 19 **15**

Attest: *C. W. Shaffer* Secretary. **Witness to both Signatures.** *Mary Stary* *C. Petersen* *Henry Haubens* President.

STATE OF NEBRASKA: **COPY OF RESOLUTION.** "In order to meet emergencies where bonds must be signed in places other than the Home Office, the President and Secretary of this Company are hereby empowered to appoint agents wherever and whenever they deem advisable, with Power of Attorney to sign bonds, binding this Company as fully as if signed by the regular officers of this Company."

We, **Henry Haubens**, President, and **C. W. Shaffer**, Secretary, of the LION BONDING & SURETY CO. of Omaha, Nebraska, hereby certify that the foregoing is a true copy of the resolution passed at the regular meeting of the Board of Directors as referred to above. This Power of Attorney shall remain in full force and effect until canceled by written notice to the Clerk of the Court in which same is filed.

IN WITNESS WHEREOF we have hereunto subscribed our names as **Henry Haubens**, President, and **C. W. Shaffer**, Secretary, respectively, and affixed the corporate seal of the LION BONDING & SURETY CO. of Omaha, Nebraska, this **15th** day of **June**, A. D. 1915

C. W. Shaffer Secretary. **Witness to both Signatures.** *Mary Stary* *C. Petersen* *Henry Haubens* President.

COUNTY OF DOUGLAS, } ss. STATE OF NEBRASKA, }
On this **15th** day of **June**, A. D. 1915, before me, the subscriber, a Notary Public in and for Douglas County, Nebraska, duly commissioned and qualified, came **Henry Haubens**, President, and **C. W. Shaffer**, Secretary, of the LION BONDING & SURETY CO. of Omaha, Nebraska, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledge the execution of the same, and, being by me duly sworn, severally, and each for himself depose and saith that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and that the said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Omaha, in said County and State, the day and year first above written.

Executed in presence of the undersigned *W. S. Byrne* Notary Public. TAX PAID ON ORIGINAL

TO BE RENEWED ANNUALLY

Company's Certificate of Authority

STATE OF



MINNESOTA

Department of Insurance

Whereas, the Don Building of St. Paul Life Insurance Company,
incorporated under the laws of the State of Minnesota, has fully complied with the provisions of the laws of the State relative to the admission and authorization of insurance companies of its class;

Now, Therefore, I, the undersigned Commissioner of Insurance, do hereby empower and authorize the said above named company to transact its appropriate business of insurance (as provided by its articles of incorporation on file with this department) in the State of Minnesota, according to the laws thereof, until the first day of March, A. D. 1911, unless said authority be revoked or otherwise legally terminated prior thereto.

In Testimony Whereof, I have hereunto set my hand and affixed

my official seal at St. Paul, this 12th

SEAL

day of March, A. D. 1911

W. D. Johnson
Commissioner of Insurance.

In Testimony Whereof I have hereunto set my hand and affixed the Great Seal of the State, at Capitol, in Saint Paul, this Sixteenth day of August, 1911 A. D. nineteen hundred and Fifteen.

Julius A. Schuchert
Secretary of State

STATE OF MINNESOTA
DEPARTMENT OF STATE

*J. Julius A. Schmahl, Secretary of State
of the State of Minnesota*

*do hereby certify that I have compared the annexed copy with
record of the original _____ Instrument _____ in my office of
Appointment of Agent for Service of Process for the Berger
Manufacturing Company, a foreign corporation organized under
the laws of Ohio and filed with this department on March 10th
1914.*



*and that said copy is a true and correct transcript of said _____
Instrument _____*

and of the whole thereof

*In Testimony Whereof I have hereunto set my
hand and affixed the Great Seal of the State, at
the Capitol, in Saint Paul, this _____ Sixteenth
_____ of August _____ A. Nineteen hundred
and _____ Fifteen.*

*Julius A. Schmahl
Secretary of State*

Know All Men By These Presents

That The Berger Manufacturing Company
of the City of Canton in the State of Ohio
a corporation duly organized and existing under the laws of said State of Ohio
has and maintains a public office and place of
business in the State of Minnesota, to-wit: 500-512 10th Avenue South
in the City of Minneapolis in said State of Minnesota, and
does hereby constitute and appoint N. V. Lux
of said City of Minneapolis, Minnesota. its agent and attorney, who
is duly authorized to accept service of process and upon whom service of process may be had in
any action to which said company may be a party, and service on said agent shall be taken and
held as a personal service upon said corporation. This appointment to be and continue in force
for the period of time and manner provided by Sec. 2888-2889-2890, Revised Laws of Minnesota,
1905, and until another attorney shall be substituted and appointed, and the appoint-
ment of C. M. Kennedy as agent is hereby revoked.

Witness our hands and seal of said company, this 51st day of January A. D. 1914

Ed. Langenbach President

Chas. W. Krieg Secretary

STATE OF Ohio
County of Stark } ss.

Personally appeared before me Ed. Langenbach President
and Chas. W. Krieg Secretary and acknowledged the foregoing to be
their free act and deed.

Alfred E. Hockwalt
Notary Public

(Notarial Seal)

8 of 7

110/100

STATE OF MINNESOTA

FOR

ROADS AND BRIDGES

CONTRACT AND SPECIFICATIONS

OF

DITCH NO. 53.

ANOKA COUNTY, MINN.

JAMES CORR,

ENGINEER.

CONTRACT AND SPECIFICATIONS

FOR

of the Auditor of DITCH NO. 53, ANOKA CO. MINN.

THIS AGREEMENT, Made and entered into this 31st

day of August A. D. 1915 between the

County of Anoka in the State of Minnesota, party of the first part

and The Bergen Mfg Co

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:-

Clean open ditch from Golden Lake to End of upper tile line at Station 12.6+90 of Main Ditch and install complete in every detail #12 U.S. Gauge No. 20 metal Corrugated galvanized Iron pipe, same construction, of 24 inch bore inside of corrugations, caulked joints, and recover with 5 feet of dirt, and to furnish all costs labor and material necessary in and about said work for as many linear feet as the County Board may direct for the sum of \$4.50 per linear foot for pipe and installation and the sum of \$1200 for cleaning the open work as given in my bid, submitted for the said work on the 31st

day of Aug A. D. 1915 The said work

being The repair of the public County

Ditch No. 53 in the said County.

AND IT IS AGREED That the work shall be done within the time as hereinafter specified, and in the manner specified and in accordance with the report, of the Civil Engineer, plans and specifications and profile of said ditch, which are on file in the office.

Engineer. The term "Engineer" wherever used in this agreement of the Auditor of the said Anoka County, and in accordance with the laws of the State of Minnesota relative to the repair of public ditches in the said State

Plans. AND IT IS FURTHER AGREED, That the said party of the second part shall commence work within *on or before Oct 1st 1915* days after the filing the required bond and signing this agreement, and shall complete the above described work on or before the *31st* day of *December* A. D. 1915

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 within the time as set forth in this agreement.

AND IT IS FURTHER AGREED, That 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 *ten (10)* Dollars for each and every day that the said work remains in an unfinished condition after the time above specified.

TERMS.

County Commissioners: The term "County Commissioners" however 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 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 repair of public ditches must be considered in submitting bids on this work and for the repair of the same.

Time.

Work shall commence on or before the 1st day of Oct. 1915 and shall be pushed with due diligence until its completion, which completion shall occur before the Dec. 31st 1915 . . . day of A. D. 19

Material Deposited.

From open ditch. All material shall be removed from the prism of the ditch and deposited on either side thereof unless otherwise directed by the Engineer, and uniformly to deposited on the sides of a uniform thickness and to a width of the right of way as required, and in no place shall be more than four feet deep.

In a covered trench. The material shall be piled on either sides of the ditch and when the work is completed, and upon direction of the engineer it shall be used to re-fill the trench. All surplus earth and suitable material shall be deposited on the road bed if the ditch is within the limits of any travel of laid out highway.

Berm.

No earth or other material shall be left on the side of the ditch within eight (8) feet of either side of the completed ditch. This space of eight (8) feet shall be, when the ditch is completed, free from earth or any material or roots or stumps.

the corrugated galvanized iron pipe, all tools, labor, material
and work to be done under these specifications consists of
cleaning open ditch and replacing clay tile with corrugated galvanized
iron pipe.

OPEN
DITCH
REPLACED

From Station 160 to Station 148+70 and from Station 144+46
to Station 126+92 the bottom of the ditch has raised above
grade and the work will be excavating this part of the ditch to
its original grade and depositing the material so excavated on
the original spoil bank in every way conforming to the original
specifications for excavating said ditch.

CORRUGATED
GALVANIZED
IRON PIPE

From Station 126+92 to Station 110+20 the 24 inch clay
pipe ⁱⁿ place has become cracked and broken and the work to be
done between these stations shall be the replacing of the clay
pipe with corrugated galvanized iron pipe of not less than 24
inch diameter clear of the corrugations on the inside of bore.
The iron used in said pipe shall be not thinner than twelve
(12) gauge and must be well galvanized.

The iron used in the manufacture of said pipe must have a
chemical analysis of not less than 99.90 pure iron, and be of
such brand of manufacture as will be satisfactory to the Engineer.

If in riveted sections the sheets must be well riveted and
sand tight joints made with iron ^{bands} ~~bands~~ engaging not less than
three corrugations on each joint of pipe. The bands must be
well bolted with heavy bolts.

If sectional pipe is used the sections must be put together
with broken joints and bolted with heavy bolts. The work to
be under the direct supervision of the Engineer and be done
satisfactory to said Engineer.

Bids.

Contractors shall bid a lump sum for cleaning the open ditch
and shall bid by the lineal foot for replacing the clay pipe.
The price bid per lineal foot shall include the furnishing of

the corrugated galvanized iron pipe, all tools, labor, material and supplies and the excavation necessary to replace said clay pipe with the said iron pipe and the covering of said iron pipe with five feet of earth after the work is satisfactory to the Engineer.

County
The Commissioners shall require the Contractor to

AMOUNT OF
PIPE TO
BE REPLACED

replace as many lineal feet of the clay pipe with the said iron pipe as they in their judgment may deem necessary, and they reserve

the right to stop the work under said contract and cancel and annul the same at any time they consider it advisable so to do, and if work be stopped the contractor shall be paid only for what work shall be done and materials in place at the time work is stopped.

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

Witnesses

[Handwritten signatures and names of witnesses and parties]

KNOW ALL MEN BY THESE PRESENTS.

That we
as principal and
as 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 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
. 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 repairing
. of a certain public ditch
designated as County Ditch No. 53,
Anoka County, Minn., held the day of
. A. D. 19. certain section there numbered
.
were sold to of
. and the
said 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
A. D. 19. to repair the same.

NOW THEREFORE, if the said
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

STATE OF MINNESOTA,)
COUNTY OF ANOKA) ss.

.....
.....who being
first duly sworn, did say, each for himself, that he is the same
person who executed the foregoing instrument as surety and that he
is a resident and 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 and sworn to before
me this ... day of A.D. 19.....
.....

Notary Public _____ County _____
My Commission Expires _____

**Lion
Bonding & Surety
Co.**



Omaha

ISSUED TO

Berger Mfg. Company

OF

Minneapolis, Minn.

*Bond Repair
Detch 53*

Filed this *14th* day
September 191*4*
of *Missouri*
County Auditor.