Filed No. 58

Lion Bonding & Surety Co.

PROTECTION
HEALTH ACCIDENT
OFFICIAL CONTRACT
INSURANCE
BURGLARY COURT
FIDELITY BONDS
LION BONDING & SURETY CO.

Omaha

6562

ISSUED TO

Fred Johnson

OF

Grundy, Kans.

S R Grundy

Oil costs from this date
Apr 10. 1917
[illegible]
Co-Atty

LION BONDING & SURETY CO.
(INCORPORATED)
OMAHA

Lion Bonding & Surety Co.
OF OMAHA
NEBRASKA

Amount, $ 21700.00 Bond No. 6562 Premium, $ 217.00

KNOW ALL MEN BY THESE PRESENTS, That Fred Johnson of Grandy, Minnesota, hereinafter called the principal and LION BONDING & SURETY COMPANY, a corporation of Omaha, Nebraska as surety, are held and firmly bound unto the County of Anoka, State of Minnesota and to any and all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of this contract, and to any person or persons who may show themselves aggrieved or injured, by any breach of the contract described herein, in the sum of Twenty-one Thousand Seven Hundred Dollars ($21700.00) Dollars, lawful money of the United States of America, to be paid to the County of Anoka, State of Minnesota, its successors, or assigns, and to any and all persons doing work or furnishing skill, tools, machinery, or materials who may show themselves aggrieved or injured, their heirs, executors, administrators or assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, firmly by these presents.

Sealed with our seals this 28th day of February, 1917.

The conditions of the above obligations are such that whereas, that, at a public sale of the work of constructing all of a certain ditch designated as ditch No. 58 of Anoka County, held the 28th day of February A. D. 1917, a certain section thereof numbered,all, were sold to Fred Johnson of Grandy, Minnesota 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 February 28, 1917 to construct the same.

NOW,THEREFORE, If the said Fred Johnson shall and does faithfully as they become due, pay all just claims for such work, tools, machinery, labor performed and all skill and material and

in the execution of said contract and save the said second party harmless from any cost, charge or expense that may accrue on account of the doing of the work specified in said contract, and for the compliance with the laws appertaining thereto, and shall and does faithfully perform and fulfill his said contract and pay all damage 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, therefore, 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 of specificationsshall in anywise affect the obligation of the principals or the surety hereon.

Signed, sealed and delivered
in the presence of

Fred Johnson (SEAL)

LION BONDING & SURETY COMPANY

BY _____
Attorney in fact

STATE OF MINNESOTA
SS
COUNTY OF _____

Fred Johnson came personally before me this 30th day of March A. D. 1917, to me known to be the person who executed the foregoing bond, and acknowledged that he executed the same as his free act and deed.

_____
Notary Public, Isanti County, Minn.
My Commission expires March 21st, 1919

State of Minnesota)
) SS.
County of Hennepin)

Be it known, that on this 28 day of February A. D. 1917 before me appeared A. J. Schunk 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 CO., 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 A. J. Schunk acknowledged said instrument to be the free act and deed of said corporation.

Sadie K Blesi
Notary Public, Hennepin County, Minn.

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

CONTRACT AND SPECIFICATIONS

OF

COUNTY DITCH NO. 58

ANOKA COUNTY.

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CONTRACT AND SPECIFICATIONS

IN RE

COUNTY DITCH NO. 58 OF ANOKA COUNTY, MINNESOTA.

THIS AGREEMENT Made and entered into this 28th day of February A.D. 1917, between the County of Anoka, in the State of Minnesota, party of the first part, and Fred Johnson of Grandy, Isanti County, 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 at his own sole cost and expense to build, construct, and complete in the most skillful and workmanlike manner all of County Ditch No. 58, of Anoka County, Minnesota, and all its branches, laterals, and construction work in accordance with the plans and specifications comprising the report of the civil engineer appointed in the proceedings known as County Ditch No. 58, which said report, plans and specifications are hereby referred to and made a part hereof, as well as such other, further and supplemental plans and specifications as shall hereafter be made by the said engineer, and also in accordance with the specifications herein set forth for the sum of Twenty-one Thousand Seven Hundred Dollars ($ 21,700.00), as given in my bid submitted for the said work on the 28th day of Feb. A.D. 1917, the said work being the construction of County Ditch No. 58, Anoka County, Minnesota, 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 appointed in said proceeding, plans, and specifications and profiles of said ditch, which are on file in the office of the Auditor of Anoka County, Minnesota, 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 60 days from date and shall complete the above described work on or before the 1st day of Jan A. D. 19 18.

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 said work in the manner and within the time as set forth in this agreement.

AND IT IS FURTHER AGREED, That no claim for extra work or alterations shall under any circumstances, be allowed or considered, unless the same shall have been done in pursuance of the written order of the said engineer, and all materials and work, whether herein specified or ordered in addition thereto, shall be measured and estimated upon the terms and conditions as may be prescribed by this contract and the said engineer.

AND IT IS FURTHER AGREED, That all the work herein specified shall be done and prosecuted under the direction of and acceptable to the said engineer, and the said engineer may from time to time condemn and reject any materials used or proposed to be used by said party of the second part, or any sub-contractor under him, which shall fail to conform to this contract and the specifications herein set forth, and any materials so condemned and rejected shall be forthwith replaced by other materials conforming to the requirements hereof.

AND IT IS FURTHER AGREED, That as the work progresses the engineer, with the consent of the County Auditor of the above named County, may alter or change the plans, specifications, or the manner of conducting the work as circumstances may require, but it is agreed that no change will be made that will substantially impair the usefulness of any part of the ditch, or substantially alter its original character, or increase its total cost by more than Ten (10) per cent of the original contract price. And, any charges so made shall be done only on the written order of the said engineer.

AND IT IS FURTHER AGREED, that any decision order, or

upon the said party of the second part hereto.

AND IT IS FURTHER AGREED, That the laws of the State of Minnesota, pertaining to the construction of public ditches, and all matters relating to the payment thereof, and the conditions thereof, whether set forth in this contract or otherwise, are made a part hereof and control the parties hereto if not mentioned herein, as fully as if the same were specifically set forth herein.

AND IT IS FURTHER AGREED, That the time shall be the essence of this agreement, and should the 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 Dollars ($10.00) for each and every day that the said work remains in an unfinished condition after the time above specified.

T E R M S.

County Commissioners. 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 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 of Anoka County 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 in submitting bids on this work and for the construction of the same.

Claims and Liens.

The contractor will be required, and hereby agrees to save and hold the County harmless against all claims and liens for labor or materials furnished, during or under this contract and will, if required, furnish satisfactory proof that all such claims have been paid.

Estimates.

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.

S P E C I F I C A T I O N S.

General Description.

This work shall consist of furnishing all materials, tools, labor and appliances, and building complete in every detail County Ditch No. 58 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 o such on file and of record in the office of the Auditor of the said County, and these specifications.

Time.

Work shall commence on or before the 1st day of May A. D. 1917, and shall be pushed with due diligence until its completion, which completion shall occur before the 1st day of Jan A. D. 1918.

Highways.

The contractor will give notice to the Township Supervisors, at least one week before he crosses any public highway with an open ditch, so

Clearing and Grubbing.

The contractor shall clear the part of the right of way to be occupied by 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 branches. Such trees, underbrush, to be clipped of its branches and piled outside the earth taken from the prism of the ditch and its branches, and 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 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.

Entrances of water courses.

All downstream ends of cut offs in old ditches and the entrances of all water courses into the ditch shall be left open.

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 evenly spread to a uniform thickness and to a width of Twenty (20) feet from the bank of the ditch.

In a covered trench the materials shall be piled on either side of the ditch and when the work is completed, and upon direction of the engineer, it shall be used to refill the trench. All surplus earth and suitable material shall be deposited on the road bed if the ditch is within the limits of any traveled layed out highway.

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 turnpike along the center line of the said road to a length

equal to the length of said ditch along said highway.

Crosses Road. 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.

Highways. 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.

Berm. Where the material from the ditch is deposited as a spoil bank, no earth or other material shall be left on the side of the ditch within Four (4) feet of either side of the completed ditch. This space of Four (4) feet shall be, when the ditch is completed, free from earth or any other material or roots or stump.

Old Ditches. Where the bank of this ditch runs within Twenty (20) feet or less of a bank of any old ditch or creek ,the material from the new ditch shall be deposited in the old ditch or creek until sufficient earth has been deposited therein to completely fill the same.

Culverts. All culverts shall be of the size and gauge as given on the plans and shall be 99.8% pure iron.

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 then 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) 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 said County. The bottom between each One Hundred (100) foot station will be made smooth and straight, and the banks will 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 One Hundred (100) foot stations, and quantities estimated for such unevenness so that the contractor will receive payment for each cubic yard removed.

Open Ditches. The general form of the open ditches shall be of the required depth and having the side slopes One (1) to One (1) between the stations and the ditch will 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 the payment of Twenty-one Thousand Seven Hundred Dollars ($21,700.00) for the construction of said ditch, branches, laterals, and other construction incident thereto will be made by the said party of the first part in accordance with and at the time established by the Laws of the State of Minnesota

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

IN PRESENCE OF

	County of Cooka (Seal)
A. P. Caswell	by Arthur P. Caswell (Seal)
Wayne L. Ridgz	Auditor of Cooka Co. (Seal)
	Fred Johnson (Seal)
	(Seal)
	(Seal)
	(Seal)