



Northern Pacific Railway Company.
Engineering Department Records.

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NORTHERN PACIFIC RAILWAY COMPANY,
Engineering Department.

File No. 1228

SUBJECT: CONTRACT

with MC CREARY & WILLARD,
for ERECTION OF BUILDINGS,
WASH.CENT.EXTN., COULEE CITY TO ADRIAN.

Dated: April 19th, 1903.

McCREARY & WILLARD,
General Railroad Contractors.

Steel Bridges and Buildings a Specialty.

Office, 307 HYDE BLOCK.

Tel. Black 792.

Spokane, Wash., *Sept 17th* 1903

E J Pearson Esq
 Acting Chief Engineer
 St Paul

Dear Sir

Your letter of the 12th at hand in regard to allowing us the \$500⁰⁰ for erection of Tanks on Washington Central I have a copy of the proposal here in office which reads filled or unmilled Tub and that was what I made claim on and I would not have you think that I was simply trying to hold up the N.P. as when I was on the Idaho Division we always got our Redwood Tubes all complete ready to set in place and that was my intention when I made bid that it would be ready to set up or else just as it was which I considered unmilled. We Thank You very much for adjusting our claim and remain Your truly

W. W. McCreary & G. Willard
 Spokane

COPY.

MCCREARY & WILLARD,

Spokane, Wash.

1903

Aug. 31, For Labor performed during the month of August 1903, erecting structures on the Washington Central Extension, Coulee City to Adrian, as per Estimate No. 3 and Final, certified to by G.D. Ball, Asst. Engineer, under terms of contract dated April 19th. 1903.

ESTIMATE NO. 3 AND FINAL.

1 SECTION HOUSE:	100% Completed @	400.00	400.00
1 BUNK HOUSE:	100% " @	75.00	75.00
2 SEC HOUSE PRIVIES:	100% " @	30.00	60.00
1 DOUBLE TOOL HOUSE:	100% " @	45.00	45.00
1 WATER TANK:	100% " @	500.00	500.00
CONCRETE:	33 Cu.Yds. @	3.00	99.00
EXTRA WORK PER FORCE ACCOUNT:			77.27
			<u>1,256.27</u>

7.70 Ballast
50.32 water stations
19.25 extra tool

Less previous payments.

E.D.No. 1166,	And.No.	288.00	
E.D.No. 1508,	And.No.	618.75	906.75
			<u>906.75</u>

Amount of this voucher, \$349.52

Charge:-

Open Accounts,		
File 592, ('02), Wash. Central Extn.,		
Coulee City to Adrian,		
Ballast,	7.70	
Water Stations,	221.82	
Section & Tool Houses,	19.25	
Open Accounts,		
McCreary & Willard, A/C Contract,	<u>100.75</u>	<u>\$349.52</u>

WORK COMPLETED AUGUST 14TH. 1903.
PAYMENT DUE OCTOBER 13TH. 1903.

*For record
& file*

September 26, 1903.

RAW-B

Mr. J. M. Hammaford,
Second Vice-President,
St. Paul, Minnesota.

Dear Sir:-

Referring to my letter of August 3rd advising you of contract awarded to McCreary & Willard for construction of buildings on the Coulee City Extension.

I beg to advise you that this contract has been completed and that the special free rates should be withdrawn.

Yours truly,

Acting Chief Engineer.

Copy to

H. A. Gray.

E. D. Ball. ✓

RAW-F.

1228
August 4th, 1903.

Mr. G. D. Ball,

Assistant Engineer, Coulee City, Wash.

Dear Sir:-

Answering your letter of July 30th, regarding contract with McCreary & Willard. It seems to me that this is a proper question to be determined by you as you are right on the ground and know what condition material is in. I think you have a copy of the contract with specifications attached and it seems to me you should be able to decide the question raised in your letter.

Yours truly,

Chief Engineer.

Northern Pacific Railway Company.



Cum gratia, July 30 1903

W. H. Darling, Esq.
Chief Engr.
Dear Sir -

Mr. Creamy and Willard claim under their contract that tub was rough. as they had to cut chimneys on staves. Veneer them and bore them for dowels. Also cut bottom to circle and bore for dowels. Staves were milled & should say - being finished lumber and shaped.

~~Any work
contract price
12-28~~

Chas. D. Ball
Asst. Engr.

~~28B~~

RAW-P.

August 3rd, 1903

Mr. J. M. Hannaford,
Second Vice-President.

Dear Sir:-

Contract has been awarded to McCreary & Willard for construction of buildings on the Washington Central Extension, from Coulee City to Adrian. Under the terms of this contract the following rates of transportation will apply:-

"The Railway Company will furnish transportation at the rate of one-half cent per ton per mile for material required in the work and contractor's outfit, with minimum of twenty-five cents per ton and twenty-five cents for single shipments. Bulky articles filling car to visible capacity to take minimum car load weight. Live stock will be billed at actual weight with usual commercial minimum. The Railway Company will charge full tariff rates for transportation of supplies, including powder, fuel and lumber".

Shipments will be consigned to;

Northern Pacific Railway Company,
Coulee City, Wash.
For McCreary & Willard.

Will you kindly see that the Agent is instructed. The same rate will also apply for return of outfit from Coulee City to Spokane.

Yours truly,

Chief Engineer.

Copy to H.A. Gray, Comptroller,
" " F.W. Gilbert, Gen'l. Sup't.,
" " G.D. Ball, Ass't. Eng'r.

COPY

August 3rd, 1903.

Mr. E. H. C. Taylor:-

Answering your notation on attached telegram regarding shipment of outfit by McCreary & Willard from Coulee City to Spokane. Under the terms of the contract the contractors should pay one-half cent per ton per mile on this shipment. I have to-day notified the Second Vice-President of the terms of the contract.

W.L.Darling.

Encl.

1228

RAW-F.

July 10th, 1903.

Mr. H. A. Gray,
Comptroller.

Dear Sir:-

I enclose herewith to be filed with the contract, bond to protect from mechanics' liens and general bond given by McCreary & Willard in connection with their contract dated April 19th, for construction of buildings on the Coulee City line.

Yours truly,

Chief Engineer.

Enclosure.

Northern Pacific Railway Company.



Coulee City Wash July 6 1903

Mr. W. L. Darling Esq.
St Paul
Minn

Dear Sir:

Enclosed herewith please
mechanics Lien Bond of McCreary & Willard
which has been recorded

Yours truly

G. D. Baile
Asst Engr

RAW-P.

June 10th, 1903.

Mr. G. D. Ball,

Assistant Engineer, Coulee City, wash.

Dear Sir:-

I return for delivery, one copy of contract with McCreary & Willard for construction of buildings on the Coulee city Extension. Through error the bonds which were sent to you ^{for} have execution were incomplete.

I have completed them and wish you would obtain execution of the acknowledgements on the second page and return the general bond to me, having the Mechanics' lien bond recorded first in the County Recorder's office and then returned.

Please have matter attended to as promptly as possible.

Yours truly,

Chief Engineer.

Enclosure.

STATE OF _____)
COUNTY OF _____) SS.

On this _____ day of _____ A.D. 1903,
before me appeared _____

to me personally known, and who being duly sworn did say, that he is
the _____ of the _____
the above named corporation, who signed the foregoing bond, and that
the seal affixed to said instrument is the corporate seal of said cor-
poration, and that said instrument was signed and sealed in behalf of
said corporation by authority of its Board of Directors, and acknow-
ledged said instrument to be the free act and deed of said corporation.

Notary Public.

STATE OF WASHINGTON _____)
COUNTY _____) SS.

On this _____ day of _____ A.D.
1903, before me personally appeared W.W. McCreary and G. Willard, to me
known and known to me to be the individuals described in and who ex-
ecuted the within bond and acknowledged that they executed the same.

&

Notary Public.

STATE OF _____)
COUNTY OF _____) SS.

On this _____ day of _____⁶ A.D.1903

before me appeared _____
to me personally known, and who being duly sworn did say, that he is
the _____ of the _____
the above named corporation who signed the foregoing bond, and that
the seal affixed to said instrument, is the corporate seal of said cor-
poration, and that said instrument was signed and sealed in behalf of
said corporation by authority of its Board of Directors and acknowledged
said instrument to be the free act and deed of said corporation.

Notary Public.

STATE OF 666 _____)
COUNTY OF _____) SS.

On this _____ day of _____ A.D.1903,

before me personally appeared W.W.McCreary & G.Willard, to me known
and known to me to be the individuals described in and who executed the
within bond, and acknowledged that they executed the same.

Notary Public.

Council City June 15 03
Mr W. L. Darling C.E. of
St Paul



Enclosed herewith please find
McCrory & Willard's Bond duly executed
Also Proposal of Jas Hanson
for construction of Tunnel-

Yours truly
J. D. Ball
Asst Engr

1228

RAW-P.

June 9th, 1903.

Mr. H. A. Gray,
Comptroller.

Dear Sir:-

Herewith for your files contract, dated April 19th, 1903, with
McCreary & Willard, for construction of buildings on the Washington
central Ry.

^{Lanham}
Bonds ~~will~~ be furnished and will be sent you as soon as same are
recorded in the County Recorder's office.

Yours truly,

Chi ef Engineer.

Enclosure.

RAW
for receipt
& filing
6/10
A.H.H.

Northern Pacific Railway Company.

Office of the Assistant Secretary.

R. H. RELF,
ASSISTANT SECRETARY.

St. Paul, Minn. June 5, 1903.

RHR-L

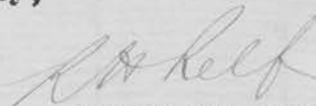
Mr. W. L. Darling,
Chief Engineer.

Dear Sir:--

Herewith duly executed contract in duplicate,
dated April 19, 1903, between McCrary & Willard and
the Washington Central Railway Company, providing for
construction of buildings on the line from Coulee
City to Adrian.

Yours truly,

Enclosure


Assistant Secretary

h
RAW-F.

June 3rd, 1903.

Mr. C. S. Mellen,
President.

Dear Sir:-

I beg to enclose herewith for execution contract, in duplicate, dated April 19th, with McCreary & Willard of Spokane, for construction of section house, bunk house, tool house and water tank on the line from Coulee City to Adrian. This contract is recommended as McCreary & Willard made the lowest proposal for this work.

Schedule of bids is also attached.

Yours truly,

Chief Engineer.

Enclosure.

SCHEDULE OF BIDS FOR THE CONSTRUCTION OF BUILDINGS ON LI NE FROM COULEE CITY TO ADRIAN, WASHINGTON.

	McCreary & Willard.		Snow, Dowd & Co.	
	Rate.	Amount.	Rate.	Amount.
Section House, 1,		\$400.		\$400.
Bunk House, 12 man, 1,		75.		100.
Double Tool House, 1,		45.		75.
Cheap Privies, 2,	\$30.	60.	\$30.	60.
Water Tank, 1,		500.		550.
Concrete in tank foundation, 15 cubic yards,	\$3.	45.	\$4.	60.
		\$1,125.		\$1,245.

Northern Pacific Railway Company.

Coulee City May 30

W. L. Darling Esq.
Chief Engineer.

Dear Sir -

Enclosed please find Contract and Bonds executed by
McCreary & Hillman - for Construction of Buildings on
Washington Central Ry. Coulee City to Adrian.

Mr. W. W. McCreary asks for a quarterly pass. Think it can be
handled with round trip pass.

G. D. Balf
Asst Engr.

W. L. Darling

Will you execute these or shall they be
sent to the President?

Do you approve asking
for quarterly pass?

6/2

RAT

RAW-F.

May 12th, 1903.

Mr. G. D. Ball,

Assistant Engineer, Coulee City, Wash.

Dear Sir:-

Acknowledging receipt of yours of April 30th, enclosing plans upon which McCreary & Willard based their proposal for structures.

I send you herewith for execution contract, in duplicate, together with regular and mechanics' lien bond, also an extra copy of the contract for your files. The bonds have been prepared for execution either by Surety Company or individual sureties. Surety Companies are preferred but bonds with individual sureties will be accepted if you know that the sureties are responsible. Forms of bonds sent you should be used.

Please have papers executed and returned to me as soon as possible.

Yours truly,

Chief Engineer.

Enclosure.

Coulter City Ill 3003

Mr W. L. Darling
Enggr.



I send you today,
under separate cover,
following plans, upon
which, Mr. Taylor informs
me - Mr. Creamy & Willard
based their proposal
Section House 115-B-10

Stand. Water Tank S-37-3, 4, 5, 6.

Cheap Privies M 41-4

Foal House- S 39-8

Beek House 111-B-10

G. D. Ball A.E. &



Form 1386

TELEGRAM.

All Railway Messages must be written in ink on these blanks, which must not be used for other purposes, and those for parties on trains (except trainmen) enclosed in sealed envelopes. The exact time sent, time received, personal signal of sending and receiving operators, call of sending office and name of receiving station must be entered in proper spaces in every instance. After transmitting telegrams which in their judgment would have served the Company's interest as well if sent by train mail, or which appear unnecessarily long, operators are required to attach a copy to Form 238, and forward same to Superintendent of Telegraph.

NUMBER	REC'D FROM	SENDER	RECEIVER	TIME REC'D	DATE REC'D	TIME FILED	NUMBER	SENT TO	TIME SENT	SENDER	RECEIVER

FROM

TO

F. J. Taylor,

DATED

April 25, 1903.

AT

Goulee City, Wash.

COPY

Referring to my letter of April 19th. Have you sent me copies of specifications and plans for buildings in accordance with McCreary & Willard's proposal?

W. L. Darling.

RAW*J

COPY.

WLD-M

April 19th, 1903.

Mr. F. J. Taylor,
Assistant Engineer,
Coulee City, Wash.

Dear Sir:-

Referring to your favor of the 14th instant: You may advise McCreary & Willard that we will award them contract for constructing 1 Section House at \$400., 1 Twelve Man Bunk House at \$75., 1 Double Tool House at \$45., 2 Cheap Privies at \$30., 1 Water Tank at \$500., and concrete in tank foundation \$3. per cubic yard. Work to be done in accordance with plans and specifications on which you ask them to bid. Please send me copy of same so that contract can be made.

Please notify McCreary & Willard that contract has been awarded them.

Yours truly,

(Signed) W. L. DARLING.

Chief Engineer.

Northern Pacific Railway Company.

Corvallis City Wash. Apr 14th 1903.

Mr. W. L. Darling
Chief Engineer.
St Paul, Minn.

Dear Sir:-

Enclosed please find bids for erection of buildings on the Corvallis City to Adrian line, a schedule of same being given below:-

		McCreary & Willard		Snow, Dowd & Co	
		Rate	Amount	Rate	Amount
Section House	1		\$ 4 00.		\$ 4 00.
Bank House 12 man	1		75.		1 00.
Double Tool House	1		45.		75.
Cheap Privies	2	\$ 20.	60.	\$ 20.	60.
Water Tank	1		5 00.		5 50.
Concrete in Tank Found.	15 cy	\$ 3.00	15.	\$ 4.00	60.
Totals			\$ 11 25.		\$ 12 45.

McCreary & Willard are well-known, responsible Contractors, of Spokane and have done considerable work for the Company.

Snow, Dowd & Co have the sub-contract for erecting bridges on the line.

I have not found any other responsible bidders who cared to figure on so small a job, away from their other work. It is probable that Mr. Kerrick might figure on them if he has other work in this part of the country.

Northern Pacific Railway Company.

#2

You will note that McCleary & Willard make their figures on the basis of free transportation being furnished for Contractor & Foreman between Spokane & Leucel City. It is not likely that this would amount to much, and on this basis, their figure is below that of Snow, Dowd & Co.

Yours truly,
F. J. Meyer.
Asst. Engr.

Now for pen and
 Specimens for Culture
 and sent to Williams
 Williams MS 4
 119

**TELEGRAM.**

All Railway Messages must be written in ink on these blanks, which must not be used for other purposes, and those for parties on trains (except trainmen) enclosed in sealed envelopes. The exact time sent, time received, personal signal of sending and receiving operators, call of sending office and name of receiving station must be entered in proper spaces in every instance. After transmitting telegrams which in their judgment would have served the Company's interest as well if sent by train mail, or which appear unnecessarily long, operators are required to attach a copy to Form 238, and forward same to Superintendent of Telegraph.

NUMBER	FROM	SENDER	RECEIVER	TIME REC'D	DATE REC'D	TIME FILED	NUMBER	SENT TO	TIME SENT	SENDER	RECEIVER
543	Minneapolis	Cauley	Dallas								

FROM

DATED

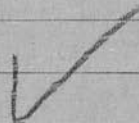
Cauley
Brownsie
are best Can get
Contractors

AT

April 18

D. L. Darling

Daylor





Form 1386

TELEGRAM.

All Railway Messages must be written in ink on these blanks, which must not be used for other purposes, and those for parties on trains (except trainmen) enclosed in sealed envelopes. The exact time sent, time received, personal signal of sending and receiving operators, call of sending office and name of receiving station must be entered in proper spaces in every instance.

After transmitting telegrams which in their judgment would have served the Company's interest as well if sent by train mail, or which appear unnecessarily long, operators are required to attach a copy to Form 238, and forward same to Superintendent of Telegraph.

NUMBER	REC'D FROM	SENDER	RECEIVER	TIME REC'D	DATE REC'D	TIME FILED	NUMBER	SENT TO	TIME SENT	SENDER	RECEIVER
				_____M.		_____M.			_____M.		

FROM

DATED

April 18, 1903.

TO

AT

F. J. Taylor,

Coulee City, Wash.

COPY

Can you obtain proposals for construction of buildings
on the Washington Central from some local contractors?

W. L. Darling.

RAW*J

NORTHERN PACIFIC RAILWAY COMPANY.

PROPOSAL

For Erection of Buildings, on Line from Coulee City
to Adrian.

(Location)

Division

The undersigned hereby propose, and, if this proposal is accepted, agree to enter into a written contract, if required, with the Northern Pacific Railway Company, to do all the work for which prices are named herein, according to the plans and directions of the Engineer for said Company, in conformity with the specifications made for said work and attached hereto, upon the terms and conditions of the contract prepared therefor, and within the time specified.

One Section House, Plan 115 B-10 \$400⁰⁰
 One 12 man Bank House, 111 B 10 \$75⁰⁰
 One Double Tool House, S 39-8 - 45⁰⁰
 Two Cheap Privies, M-41-4 Each \$30⁰⁰
 One Water Tank, S-37-3 \$475⁰⁰ if tub is killed
 \$500⁰⁰ if tub is brought
 Except foundation, and without frost proof ceiling
 Concrete in Tank Foundation, per cubic yard Sand & Gravel furnished by
 Cement furnished by Ry Co. Contractor \$3.00 per yd.
 This includes painting on these Buildings If Company furnishes
 Sand & Gravel rocks
 on Cars at Site located
 in place for 175 per yd.

All the above work, for which prices are given, to be completed on or before June 1st 1903

The Railway Company will furnish transportation at the rate of $\frac{1}{2}$ cent per ton per mile
 for material required in the work and contractor's outfit with minimum of 25 cents per ton
 and 25 cents for single shipments. Bulky articles filling car to visible capacity to take minimum

car load weight. Live stock will be billed at actual weight with usual commercial minimum. The Railway
 Company will charge full tariff rates for transportation of supplies, including powder, fuel and lumber. The
 Railway Company will also furnish transportation for men employed on the work at the rate of one cent per
 mile, between Spokane and Coulee City and free transportation for Contractor

The information upon which this proposal is based was obtained by the proposer through his own sources of
 knowledge, and was not derived from any officer or agent of the Railway Company.

The Railway Company reserves the right to reject any and all bids, and, at its option, to require a satisfactory
 bond from the contractor for the faithful performance of the work.

Signature of Proposer

Address

Date

McGrady & Willard
 307 Hyde Bldg Spokane
 April 6th 1903

McCREARY & WILLARD

General Railroad Contractors

DOCKS, BRIDGES AND BUILDINGS A SPECIALTY

Office: 307 HYDE BLOCK

Spokane, Wash., April 7th 1903

E. J. Taylor Esq
Asst Engineer

Dear Sir

Coulee City

Please find enclosed Bid for Buildings on
Adrian Cut of You will notice that I have
added on it Free Transportation for Contractor
and Foreman if we cannot get this
don't want buildings as there is not
enough work to justify us in paying for
although we may not be in the bidding
at all and Transportation would not be
necessary

Yours Respect
McCreary & Willard
per McCreary

NORTHERN PACIFIC RAILWAY COMPANY.

PROPOSAL

For Erection of Buildings, on line from Coulee City
to Adrian

(Location)

Division

The undersigned hereby propose, and, if this proposal is accepted, agree to enter into a written contract, if required, with the Northern Pacific Railway Company, to do all the work for which prices are named herein, according to the plans and directions of the Engineer for said Company, in conformity with the specifications made for said work and attached hereto, upon the terms and conditions of the contract prepared therefor, and within the time specified.

One Section House, Plan 115 B-10	—	\$ 400. ⁰⁰
One - 12 man Bunk House	" 111 B-10	100. ⁰⁰
One Double Tool House	" S-39-8	75. ⁰⁰
Two Cheap Privies	" M-41-4 - Each	30. ⁰⁰
One Water Tank	" S-37-3	550. ⁰⁰
Except foundation, and without post proof ceiling		
Concrete, in Tank Foundation, per cubic yard		4. ⁰⁰
Cement furnished by Ry. Co.		

All the above work, for which prices are given, to be completed on or before June 1st 1903

The Railway Company will furnish transportation at the rate of 1/2 cent per ton per mile for material required in the work and contractor's outfit with minimum of 25 cents per ton and 25 cents for single shipments. Bulky articles filling car to visible capacity to take minimum car load weight. Live stock will be billed at actual weight with usual commercial minimum. The Railway Company will charge full tariff rates for transportation of supplies, including powder, fuel and lumber. The Railway Company will also furnish transportation for men employed on the work at the rate of one cent per mile, between Spokane and Coulee City.

The information upon which this proposal is based was obtained by the proposer through his own sources of knowledge, and was not derived from any officer or agent of the Railway Company.

The Railway Company reserves the right to reject any and all bids, and, at its option, to require a satisfactory bond from the contractor for the faithful performance of the work.

Signature of Proposer Snow, Bond, & Co

Address Spokane Wash

Date April 4th 1903

No Liquors.

Disorderly
workmen.

Date.

Parties.

Covenant.

Locality.

Date of com-
pletion.Sub-
contracts.Comply with
instructions.Remedy
faulty work.

The said parties of the first part further promise and agree that they will not bring, nor permit to be brought, anywhere on or near the said work, any poisonous or other intoxicating liquors; and that if any foreman, laborer or other employee of the said parties shall, in the opinion of the Engineer in charge of the work, be intemperate, disorderly, incompetent, wilfully

Articles of Agreement, Made the Nineteenth (19) day of April, A.D., 1903. by and between

W. W. McCreary and G. Willard, comprising the firm of McCreary & Willard, of Spokane, Washington, parties of the first part, and,

The Washington Central Railway Company, a corporation of the State of Washington, party of the second part,

and the Northern Pacific Railway Company, a corporation, party of the second part

DO WITNESS:

That the said parties of the first part, in consideration of the agreements herein, by the said party of the second part, do hereby promise and agree to and with the said party of the second part, that they will furnish all labor, services and material for, and construct, complete and finish, in the most thorough, workmanlike and substantial manner, in every respect to the satisfaction and approval of the Chief Engineer of the said party of the second part, in the manner and within the time hereinafter limited, and according to the specifications hereto annexed and made part of this contract.

For a Section house, Section House Privies, bunk house, double tool house and water tank on the line of railway now being constructed from Coulee City, Washington to Adrian, Washington.

For 1 heavy Section House, as per Plan 113, 2-13, Four Hundred Dollars (\$400.00)

22 New Section Houses as per Plan 113, 2-13, Seventy-Five Dollars (\$1,650.00)

Section House Privies, as per Plan 114, 2-14, Each Thirty (\$30.00)

Double Tool House as per Standard Plan 8.25-2, Forty-Five (\$45.00)

40,000 gallon water tank as per Plan 8.27-2, 4, 5, & 6, except foundation and chimney, Four Hundred (\$400.00)

The said work to be commenced immediately and shall be completed on or before the

First (1st) of June, A.D., 1903.

The said parties of the first part further promise and agree, that the said work shall be performed under their personal supervision, and neither this contract nor any interest therein shall be assigned, nor said work, nor any part thereof, be sub-contracted without the written consent of the Engineer of the said party of the second part to each and every such assignment or sub contract. That all imperfect or insufficient work or material shall be immediately remedied when pointed out, and shall be made good and sufficient by the said parties of the first part, at their expense, and any omission by the engineers to disapprove of, or reject, any work or material at the time of any estimate, shall not be deemed an acceptance of such work or material.

Free transportation will be furnished by the Railway Company for the principal contractors and foremen between Spokane and Coulee City, Wash.

Form 109A General Contract.

Articles of Agreement, Made the **Nineteenth (19)** day of
 Date. **April, A.D., 1903.** by and between

Parties. **W. W. McCreary and G. Willard, comprising the firm of McCreary & Willard, of Spokane, Washington, parties of the first part, and, The Washington Central Railway Company, a corporation of the State of Washington, party of the second part,**

~~and the Northern Pacific Railway Company, a corporation, party of the second part~~

DO WITNESS:

Covenant. That the said parties of the first part, in consideration of the agreements herein, by the said party of the second part, do hereby promise and agree to and with the said party of the second part, that they will furnish all labor, services and material for, and construct, complete and finish, in the most thorough, workmanlike and substantial manner, in every respect to the satisfaction and approval of the Chief Engineer of the said party of the second part, in the manner and within the time hereinafter limited, and according to the specifications hereto annexed and made part of this contract:

For a Section house, Section House Privies, bunk house, double tool house and water tank on the line of railway now being constructed from Coulee City, Washington to Adrian, Washington.

Locality.

Date of completion.

The said work to be commenced immediately and shall be completed on or before the
First (1st) of June, A.D., 1903.

Sub-contracts.

The said parties of the first part further promise and agree, that the said work shall be performed under their personal supervision, and neither this contract nor any interest therein shall be assigned, nor said work, nor any part thereof, be sub-contracted without the written consent of the Engineer of the said party of the second part to each and every such assignment or sub contract.

Comply with instructions.

Remedy faulty work.

That all imperfect or insufficient work or material shall be immediately remedied when pointed out, and shall be made good and sufficient by the said parties of the first part, at their expense, and any omission by the engineers to disapprove of, or reject, any work or material at the time of any estimate, shall not be deemed an acceptance of such work or material.

No liquors.

The said parties of the first part further promise and agree that they will not bring, nor permit to be brought, anywhere on or near the said work, any spirituous or other intoxicating liquors; and that if any foreman, laborer or other employe of the said parties shall, in the opinion of the Engineer in charge of the work, be intemperate, disorderly, incompetent, wilfully negligent or dishonest in the performance of his duties under this contract, he shall, on direction of the said Engineer, be forthwith discharged; and the said parties of the first part shall not employ, nor permit to remain about the work, any person who may have been discharged for any or all of the said causes from said work, or from any other work on or about said railroad.

Disorderly workmen.

Extra work and bills therefor.

The said parties of the first part further agree that no extra work or material is to be allowed or paid for, excepting only in performance of a previous order in writing of the said Engineer; and that any and all claims for extra work or material must be presented to the Engineer for allowance at the close of the month in which the same shall have been done or furnished, to be included in the estimate for that month; otherwise all claims therefor shall be deemed absolutely waived by the said parties of the first part, and the said party of the second part shall not be required to allow or pay for the same, but may exercise its option concerning such payments.

Work when and where directed.

The said parties of the first part further agree, that they will prosecute said work in all its several parts, in such manner and at such times, and at such points or places as the said Engineer shall from time to time direct, and to his satisfaction; but always according to the written provisions hereof, and if no direction is given, then in a careful, prompt and workman-like manner, according to this contract.

Arbitration.

It is hereby agreed, between the said parties hereto, that to prevent disputes and misunderstandings between them in relation to any of the stipulations and provisions contained in this agreement, or the true intent or meaning thereof, and for the speedy settlement of such as may occur, the Chief Engineer of the party of the second part shall be, and he hereby is, constituted the umpire to decide all such questions and matters; he shall also decide the amount and quantity, character and kind, of work and materials performed and furnished by the said parties of the first part under this contract, including all extra work and material; and his decision shall be final and shall be binding and conclusive on the parties hereto.

Covenant to pay.

The party of the second part, in consideration of the faithful performance by the parties of the first part of all and singular their covenants, promises and agreements herein contained, agrees to pay to the said parties of the first part, on the full completion by them of all things embraced in this contract, in the manner, and within the time herein specified and limited, and to the satisfaction and acceptance of the said Engineer, the following sums and prices, viz:

Prices for work.

For 1 Story Section House, as per Plan 115,B-10, Four Hundred Dollars (\$400.00)
12 Man Bunk House, as per Plan 111,B.10, Seventy-Five Dollars, (\$75.00)
Section House Privies, as per Plan M.41-4, Each Thirty (\$30.00) Dollars.
Double Tool House as per Standard Plan S.39-8, Forty-Five (\$45.00) Dollars.
48,000 gallon water tank as per plan S.37-3,4,5, & 6, except foundation and without frost ^{proof} ceiling, Four Hundred & Seventy-Five (\$475.00) Dollars if tub is milled and Five Hundred Dollars (\$500.00) if tub is rough.
Concrete in tank foundation, (cement to be furnished by the Railway Company and sand and rock by the contractor) \$3.00 per cubic yard.
Concrete in tank foundation (Cement, sand and rock) to be furnished by the Railway Company) One Dollars and Seventy-Five cents (\$1.75) per cubic yard.

The above prices include the painting of structures.

Free transportation will be furnished by the Railway Company for the principal contractors and foremen between Spokane and Coulee City, Wash.

Transportation of outfit.

The Railway Company will furnish transportation at the rate of one-half cent per ton per mile for material required in the work and contractor's outfit, with minimum of twenty-five cents per ton and twenty-five cents for single shipments. Bulky articles filling car to visible capacity to take minimum car load weight. Live stock will be billed at actual weight with usual commercial minimum. The Railway Company will charge full tariff rates for transportation of supplies, including powder, fuel and lumber. The Railway Company will also furnish transportation over its lines for men employed on the work at the rate of one cent per mile.

Price for extra work.

FOR EXTRA WORK done under written orders of the Engineer, by the parties of the first part, for which prices are not named herein, they shall be paid the actual cost to them of such work, and ten (10) per cent additional upon the cost of labor, for the use of tools, superintendence and their profit, provided such cost shall not exceed the reasonable market value.

Estimates.

Approximate estimates of the work done under this contract are to be made

Payments.

at the close of each month by the said Engineer, or his assistants, and payments thereon are to be made by the party of the second part on or about the Twentieth (20th) day of the next ensuing month, less all previous payments, and less

Retained percentage.

ten (10) per centum of the amount of each and every such monthly estimate; which percentage may be retained by the said party of the second part until the complete performance of this contract, as an additional security for such performance.

Stopping work.

It is hereby mutually covenanted and agreed, by and between the said parties hereto, that whenever in the opinion of the Engineer of the said party of the second part, it shall be necessary or expedient for it, that the said work, or any portion of it, should be stopped, or that the force employed thereon should be diminished, the said party of the second part will have the right and power to stop said work, or diminish said force, and the said parties of the first part shall have no claim for damage by reason thereof; but they shall stop the work, or reduce the force as the said party of the second part may in writing direct; which writing shall be signed by the said Engineer in charge of the work, and delivered to the said parties of the first part, or one of them, or in case of their absence, to some person on the work representing them, at least Five (5) days prior to such required stoppage of work, or reduction of force.

Accelerating work.

It is further agreed, that if, at any time during the existence of this contract, the parties of the first part shall not, in the opinion of the said Engineer, be progressing with said work as fast as necessary, or with sufficient force to insure its progress and completion within the time required, he shall have the power to order and direct the said parties of the first part to employ such additional force and means, as in his judgment shall be sufficient to complete said work within the specified time; and on refusal, failure or omission of the said parties of the first part to comply with such order, the said Engineer shall have the power and authority to declare this contract abandoned by said parties of the first part; and in such case the amount of moneys which may then remain unpaid, and would otherwise be payable to the said parties of the first part under this contract, including the percentage retained on all estimates, may be retained and appropriated by the said party of the second part, in its own right, absolutely, and the said parties of the first part shall have no claim to said moneys, or any part thereof; and the said party of the second part may employ such force and means as in its judgment shall be necessary to complete said work, and the damage suffered by such failure shall be paid by the said parties of the first part.

Retained percentage forfeited.

Power to cancel contract.

It is further agreed, that if the parties of the first part shall, at any time, fail, omit or refuse to comply with, or perform, any of the provisions or agreements herein contained, on their part to be observed or performed, the said party of the second part shall have the right and power to cancel and annul this contract; in which event, the said parties of the first part shall have no claim or demand whatever on or against the said party of the second part for damages, or for compensation for work or material done or furnished, or for any portion of the said percentage retained on monthly estimates; and the said party of the second part shall have the right, power and authority to take possession of, and hold, the said work and all materials furnished under this contract, and to retain and appropriate, to its own use, all moneys which may then be unpaid to the said parties of the first part, including the said percentage; and the said party of the second part shall be absolutely and forever released from all liability to the said parties of the first part therefor.

Contractors
to pay all
laborers.

The said parties of the first part further agree that they will promptly pay for all labor, services and material used in or about the construction and work herein mentioned, and that all of said payments shall be made at least as often as payments are made by the said party of the second part to the said parties of the first part; and should they at any time fail so to do, the said party of the second part, at its option, is authorized to retain from the consideration hereof such amounts of money as the Chief Engineer above mentioned, or the Engineer in charge of the work, may deem sufficient to pay the same or secure said party of the second part from loss by such non-payment. And before final settlement is made between said parties under this contract, the first parties agree that they will produce satisfactory evidence to the representatives of said second party, that all of the structures herein mentioned and all other property of said Company are free and clear from all liability for liens of every kind. And said parties of the first part agree to protect and hold harmless said party of the second part, and all of its property, from any and all kinds of liens accruing for labor and services performed and material furnished, or any of the same, in or about the work and construction herein mentioned.

Contractors
to keep labor-
ers under
control.

The said parties of the first part further agree that they, their agents, laborers, and all others in their employ, or under their control, shall and will use all due care that no public or private property, including growing crops, meadows, fencing, ditches, farm and other improvements, be injured in the prosecution of said work; and that if any damage to any such property occurs by any act or neglect of the said parties of the first part, their agents or employees, in or about the said work, the damages therefor shall be paid by the said parties of the first part. And in case, when the final estimate is made and returned, there shall be any unsatisfied claim or claims for such damages, the said party of the second part may deduct from the moneys then due, or to become due, to the said parties of the first part, a sum equal to the amount so claimed, together with the estimated cost of adjusting the same; which sum the said party of the second part may retain until all such claims are determined by legal proceedings or otherwise, when the amounts so ascertained shall be paid to the claimants, and the remainder, if any, shall be paid to the said parties of the first part.

Retention of
claims from
final estimate.

Temporary
suspension.

It is hereby agreed, that in case there be any stoppage of the work, or if its progress be materially delayed by reason of any act or neglect of any of the engineers, agents, or employees of the said party of the second part, then and in such case the time for completing the said work as limited in this contract, shall be extended for a period equal to the time of such stoppage or delay; and the said parties of the first part shall have no further or other claim therefor, or from anything arising therefrom, or caused thereby. The said parties of the first part must make their claim for such extension in writing, to the said Engineer, at the time of such stoppage or delay, therein stating the occasion and nature thereof; and the said parties of the first part failing so to do, their right or claim to such extension shall be deemed waived.

Extension of
time.

Total suspen-
sion.

It is further agreed, that in case of a total suspension of all work under this contract, without any fault, default, failure, collusion or procurement of the said parties of the first part, for a longer period than **Sixty (60)** days, unless such suspension shall have been caused by the winter season or protracted rigor of weather, it shall be the duty of the said Engineer, or his assistants, to make a final estimate of all work done according to the terms of this contract, and make a return thereof to the said party of the second part, when the amount found by said Engineer to be then due for work done, together with all percentages retained up to that time, except as herein otherwise provided, shall be paid to the said parties of the first part.

Insurance.

It is further agreed, that any damage by fire that may occur to buildings or structures during construction, must be made good by the parties of the first part, who must keep such structures fully insured until such time as said structures, or the section of the road upon which they are located, has been fully completed and accepted by the party of the second part. The operation of a portion of the track before the entire completion of the road and its appurtenant structures, is not to be considered as an acceptance by the party of the second part.

Final estimate.

Time of payment of final estimate and retained percentage.

Release.

When in the opinion of the Chief Engineer, this contract, and all things therein covenanted, promised or agreed to be done by the said parties of the first part, shall have been completely performed and finished, he shall certify the same in writing under his hand, with a final estimate of the work done by the said parties of the first part, and a statement of the amount due and unpaid therefor; and the said party of the second part shall, within sixty (60) days after the completion of the work as aforesaid, pay to the said parties of the first part the full amount due them, including the percentage retained on former estimates, except as in this contract otherwise provided. And the said parties of the first part agree that before final payment shall be required to be made under this contract, they will execute, acknowledge and deliver to the said party of the second part, under their several hands and seals, a valid release and discharge of and from any and all claims and demands for, and in respect of all matters and things growing out of, or connected with this contract, or the subject matter thereof, and of and from all claims and demands whatsoever.

The parties of the first part hereby agree to furnish a satisfactory conditioned on the faithful performance of the work included in this contract and also a Mechanic's Lien bond to protect the party of the second part from the filing of Mechanic's Liens.

Execution.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals, and the party of the second part has caused these presents to be executed by its duly authorized officer the day first above named, in duplicate originals.

Witnesses as to
Parties of First Part.

(SEAL)

(SEAL)

Witnesses as to
Party of Second Part.

WASHINGTON CENTRAL RAILWAY COMPANY.

NORTHERN PACIFIC RAILWAY COMPANY,

By _____

234. Only such sidings or spur tracks, and such lengths thereof, as may be ordered by the Engineer will be estimated and paid for. This will include tracks required at material yards, but will not include spurs in gravel pits, nor temporary spurs laid for the accommodation of boarding cars. The price paid for such work will be held to include the taking up and removal of material at the close of the work.

SURFACING AND BALLASTING.

235. When material of which roadbed is made is suitable for ballast, the track will be surfaced from the sides, otherwise the material generally will be hauled, in which case it will be classified as ballast. The Company will furnish the train and train crew, and the contractor must load, unload and spread the ballast and put it under track.

236. Ballast will be paid for by the cubic yard. Borrow pits from which ballast is obtained must be cross sectioned, and the amount removed therefrom measured in excavation. No waste of ballast upon banks will be permitted. Deficiencies in grading which are rectified at the time of ballasting, by the use of train hauled material, will be paid for as earth excavation.

237. Surfacing and ballasting must conform to the standard specifications of the Railway Company. (Form 140.)

238. All road and surface ditches will be left clear and free, so open and extended as to conduct water freely and quickly from the roadbed; and all side ditches must be left unobstructed.

239. The side slopes and ditches must be left neat and smooth, and free from all rubbish, materials and obstructions. Material for filling or ballasting must not be taken from the slopes of embankments. This will be insisted upon.

240. The surfacing or ballasting must be kept up with the track laying. All new track must be brought to surface and tamped up before it is run over. Rails that are damaged by reason of neglect on the part of the contractor to comply with these requirements will be replaced at his expense.

241. When the surfacing or ballasting is completed, the track must be in perfect line, surface and gauge, and must be so maintained by the contractor until it is accepted by the Company for operation. This contemplates a second adjustment of the track to line and grade, after it has settled under traffic. The line will not be accepted until it is fully completed.

242. Track laying and surfacing will be estimated by the lineal mile of 5,280 feet. Sidings will be estimated between head blocks of switches. Where ballasting is done by train, surfacing will not be estimated.

243. All track work will be closely inspected, and inferior work will not be paid for by the Company.

244. All crossing, flanger, station, tank and other signs, mile and clearance posts, are to be set by the contractor as directed by the Engineer, and will be considered a part of the track laying and surfacing; and the expense of setting will be held to be included in the price paid for track laying.

FENCES.

245. Fences must be built according to the standard plans. Farm gates must be provided wherever necessary.

246. Posts must be set plumb, firmly planted, and no variation in height above the ground line exceeding 3 inches will be allowed. Where ground surface is irregular, in sharp depressions, or on ridges, additional fence posts must be used. Posts in depressions must be properly anchored, and where fence is constructed through overflow bottoms, a cross-piece shall be spiked to the bottom of each post in such a manner as to prevent its floating up. Corners and posts at openings must be properly stayed by struts. The price paid for fencing shall include the construction and placing of the necessary farm gates and cattle guards.

BUILDINGS.

247. All buildings must be constructed according to the standard plans.

248. *Excavations.* Grading for building sites other than excavations for cellars, trenches, foundations, etc., incidental to plans, will be paid for by the cubic yard, under the classification of and at the prices that apply to grading. The price paid for excavation of trenches for water pipes and drains will include the back filling of the same, for which no further allowance shall be made.

249. *Drains.* Drains will usually be of first quality of vitrified tile, with the dimensions shown by the standard plans. They must be carefully laid on a true grade, with a fall of at least one inch in 50 feet, and more if the elevation of the outlet will permit. They must be jointed with hydraulic cement, and must be scraped smooth inside as laid. They must be provided with all necessary traps, bends and connections, and be left in perfect working order.

250. *Foundation Walls.* Foundation walls will generally be classified under the head of concrete, second-class rubble masonry (see paragraph 128) laid with cement mortar, hydraulic lime mortar, or lime mortar, as directed by the Engineer.

251. *Brick Work.* Bricks used in buildings must be of standard size, well and neatly moulded and thoroughly burned. Care must be taken to exclude salmon brick, or bricks which are imperfectly burned. The stock of bricks must be assorted, and those of perfect shape, quality and uniform color must be used in face of wall.

252. Bricks for paving and other special purposes must be selected with especial reference to the purpose for which they are intended to be used.

253. All bricks must be thoroughly wet before laying.

254. In general, bricks in the walls of buildings above the water table, boiler settings and chimneys will be laid in lime mortar. (See paragraph 240.)

255. Bricks in pits or foundations, below the elevation of the water table, and not exposed to an undue amount of moisture, will be laid in hydraulic lime mortar. (See paragraph 241.)
256. Bricks for floor arches and other masonry which is exposed to water will be laid in cement mortar. (See paragraph 242.)
257. Bricks in walls will generally be laid in common bond; five stretcher courses to one header course. The Engineer may require a more thorough bond when he deems it necessary.
258. All bricks must be laid in full mortar beds, and all joints must be completely filled.
259. Particular care must be taken to secure straight, level bed joints of moderate uniform thickness. All joints must be cut and struck as the work proceeds.
260. Arches must be turned upon proper and substantial centers, which should be slacked away as soon as the mortar has set.
261. Hollow walls must be tied together every fifth course with bricks not over three feet apart. Care must be taken to leave air vents in such cases.
262. Anchors, hinge castings, lookouts, nailing strips, etc., must be properly and neatly jointed into the brick work.
263. Where the interior of brick walls is to be lathed and plastered, build in a lath to which to nail furring strip every fifth joint.
264. Scaffolding must be furnished by the contractor, and must be thoroughly and strongly built.
265. Brick paving will be understood to be bricks set on edge, bedded in cement mortar and grouted.
266. Chimney flues will be constructed as shown by the plans. Especial pains must be taken to secure full mortar joints. They must be thoroughly plastered on the inside and troweled to a smooth finish.
267. Thimbles must be provided as shown by the plans.
268. *Mortar.* Lime mortar will be composed of fresh lime and sand, in the proportion of one part of the former to about four of the latter. The proportions of lime and sand may be varied to suit the nature of the lime used, and the product must in all cases be satisfactory to the Engineer.
269. Hydraulic lime mortar will be composed of one part of hydraulic cement, two parts of lime and six parts of sand. The cement must be thoroughly mixed with three parts of sand in a dry state. The slacked lime must then be added gradually, the remaining five parts of sand worked into the mortar thus formed, and the whole mass worked to the proper condition for use.
270. Cement mortar will be made of American Portland cement and sand, in the proportion of one part of cement to three parts of sand. These ingredients must be measured. They must be thoroughly mixed while dry and then wet and worked to the proper consistency.
271. The proportion of ingredients as mentioned above may be changed by the order of the Engineer, if the mortar thus made is not satisfactory to him.
272. All mortar will be made in small quantities, as required for use, and none shall be used after it has commenced to set.
273. Cement and lime not required for immediate use must be protected from moisture; and any deterioration in its quality from this cause, and loss resulting therefrom, will be charged to the contractor.
274. Clean, sharp sand, thoroughly screened, shall be furnished for all work.
275. Fresh water must be used for making mortar, and all mortar must be prepared on clean plank beds.
276. *Plaster.* Two coats of cement plaster of an approved brand shall be used.
277. The first coat of plaster must extend behind the wainscoting, if any, through the floor, and must fill out all spaces between frames of timber, etc. After the first coat has dried, put on white hard finish or float finish as will be directed and trowel to a true and glossy surface.
278. After carpenters are through plasterers must patch up all defects.
279. *Timber.* Timber must be sound, free from wanes, shakes and large, black or unsound knots. It must be of the quality specified by the standard plans, and when this specification does not agree with the grades of the local markets, it will be understood that it must be suitable for the purpose for which it is intended.
280. All timber will be subject to the inspection and acceptance of the Engineer.
281. Timber having defects which impair its strength must be excluded from all work where it will be subjected to a considerable load.
282. Where sizes are given they will be understood to mean the dimensions of the timber as it comes from the saw, without reference to the diminution in size caused by dressing, unless an exception is noted upon the plans.
283. All timber and workmanship is subject to inspection before and after it is put into the work, and the Engineer may order any part of the structure, which in material or workmanship does not correspond with the terms of these specifications, removed, and substitution made in proper manner, at the expense of the contractor.
284. *Mill Work.* All material used for making window sash, frames, and work of this description, must be made of first quality white pine, excepting such portions of window or other frames as will not be exposed which may be of common lumber.
285. All timber used for these purposes must be thoroughly dried and seasoned. All inferior finish shall be kiln dried lumber, free from imperfections. Stair railings, balusters, treads, risers, stringers, mouldings and wainscotings must be made of material specified by the plans.
286. All finish shall be put up in the best manner, smoothed by hand, and left free from machine and tool marks.

287. Unless especially agreed to the contrary, it will be understood that interior wood work is to be painted, unless finish is hard wood, in which case it shall be filled with oil, rubbed and finished with a hard finish.

288. When not otherwise specified, all sash will be glazed with second quality American glass, S. S.

289. Contractor must properly protect all frames, sash and doors, not used immediately from the action of the rain and sun. All mill work, except such as is required for inside work, and mouldings, shall receive one priming coat before shipping. This will not apply to the frames shipped knocked down, which will receive their priming coat after they are fastened together and before they are put into the work.

290. All door and window frames must be carefully squared before they are put into the work, and stayed to keep them in proper position.

291. *Iron.* Castings must be made of the best quality of tough grey iron, neatly moulded, free from sand holes, flaws or other imperfections. Particular care must be taken, especially in cored work, to have the holes required by rods, bolts, etc., large enough to admit these without battering the threads.

292. Rod iron must be of good quality of merchant iron. If an enlargement of the diameter of the rods for screw ends is called for, such enlargement is to be secured by upsetting; not by welding. An exception may be made in the case of suspension rods for large doors and other work in which the rods are not subjected to considerable strain.

293. All turn buckles and other forged work to be well and neatly made.

294. *Carpenter Work.* All framing is to be done in a neat and workmanlike manner, to give close joints, and thoroughly nailed and spiked. All joists and studding must be sized. Studding must be doubled around openings, with double headers and trusses above openings. All corners and angles must be made solid.

295. Joists must be stiffened by bridging cut in at proper intervals.

296. Roof boards must be nailed to rafters at every intersection, to avoid warping and injury to the roof covering.

297. Buildings which are to be plastered will be lathed with best dry pine lath. Laths will break joints every fifth lath, and shall be nailed with threepenny coarse lath nails, leaving a three-sixteenth inch crack on side walls and one-quarter inch crack on ceilings. No vertical laths shall be put on for the purpose of piecing out.

298. In case of the omission of any essential parts upon the plans, such omissions must be supplied in workmanlike manner; and flimsy, shiftless work will not be permitted.

299. Matched flooring must be blind nailed, and smoothed by hand.

300. Siding will be firmly nailed to each stud. Drop siding and clapboards must be neatly jointed and blind nailed.

301. Where floors are double, a layer of No. 2 roofing felt must be put in between upper and lower courses.

302. The top floor must not be laid before the plastering is finished.

303. The building must be cleared of all rubbish and swept before it is plastered. All refuse, chips, shavings, etc., must be collected and disposed of by burning, or otherwise; and the interior of the building, as well as the grounds around it, must be left free from all litter.

304. Hardware, locks, knobs, window fastenings, etc., are to be neatly put into place, and must be of suitable quality and satisfactory to the Engineer.

305. *Painting.* All wood work that is exposed to the weather (excepting rough work), shall receive priming coat and two finishing coats, in colors corresponding to the Company's standard.

306. Body work will be finished in dark red. Trimmings and sashes in dark green. Doors will be finished in solid body colors. No trimming paint on panels.

307. All knot holes and cracks must be puttied, and knots or pitchy places filed with shellac before painting.

308. Interior work must be finished with two coats of paint; standard colors.

309. Shingle roofs will be finished with two coats of paint; standard colors.

WATER TANKS.

310. Water tanks are to be built according to the standard plans. Posts must be cut to the proper height and sized to receive cast iron caps. Caps must be sized to fit the casting. Timber caps should be bored to receive dowel.

311. Lay rail joists on caps as shown on standard plan.

312. The edges of bottom planks are to be accurately jointed, to insure perfect contact, and be well clamped and cut to proper circle.

313. The floor must be well doweled and joists white leaded.

314. Staves are to be carefully jointed, to secure perfect contact, and should be put together with white lead joints and three tiers of dowels. The chime is to be accurately fitted to the bottom. Staves are to be surfaced on both sides.

315. Put on the third band first; then commence at the bottom and put the bands in regular order. Divide the lugs equally around the tub and screw up to fair bearing.

316. Bands must be watched when filling tub to prevent breaking on account of swelling of timber.

317. Ceil as shown by plan:

318. Valve to be so placed that bolt holes will take in two center planks and have one-eighth inch rubber gasket under it. The intake pipe is to be extended up twelve inches above tank floor and to have a three inch inlet valve. Outlet valve to be placed twelve inches above tank bottom.

319. Construct air spaces carefully in accordance with the plans. Leave a two by four opening on the south side, provided with three doors, all to be hinged.

320. Sheeting and battens must be in accordance with the plans.

321. Provide inside and outside ladders as shown by the plans.

PUMP HOUSES.

322. Particular attention must be paid to the location of pump houses so that it will be convenient to supply them with fuel from the cars. They will be built in accordance with the standard plans.

WATER PIPES.

323. All wrought iron pipes with screw ends must be laid on true grade so that they can be thoroughly drained. Threads must be treated with red lead before uniting. They must be screwed together as far as practicable.

CAST IRON PIPES.

324. Cast iron pipes must be laid on true grade so that they can be thoroughly drained. All changes in direction are to be made with curved pipes and connection with proper branches delivering in direction of drainage.

325. Joints in cast iron pipes shall be made by calking in hemp packing, and shall then be run with molten lead and thoroughly calked.

326. Joints of lead pipe with iron pipe shall be made by calking in a brass ferrule and making connection between lead pipe and ferrule by a wiped joint.

327. Joints between lead pipes must be wiped.

MATERIAL.

328. Unless otherwise provided, it will be understood that the Railroad Company is to furnish to the contractor all the material required for track, bridges and buildings, with the exceptions hereafter noted, on board cars at point of divergence from the main line of the branch railroad to be constructed, or at points along the line of road to be constructed, but not necessarily alongside the road-bed; or, in the case of buildings and structures erected under contract, upon lines already constructed, delivery will be made on board cars at the site of such buildings or structures, or as near as practicable thereto.

329. The exceptions above referred to are the stone for rubble masonry,—and other masonry, unless otherwise specified in the contract,—gravel, concrete stone and sand for mortar, etc., logs for log culverts and log crib work all of which will be furnished by the contractor, unless otherwise specified by the contract.

330. The contractor will be required to receive and receipt for all material immediately on arrival, and will thereafter be held responsible for its safe keeping until its incorporation in the work. Storehouses or other structures required to shelter the material will be provided by the contractor at his own expense, and the material of the Railroad Company will not be used for this or any purpose other than that for which it is intended.

331. The contractor will be required to handle all material at his own expense, including unloading and loading in cars, and all material must be unloaded from cars within three days after its arrival, unless special authority to the contrary is given by the Engineer.

332. Whenever cross ties, piles, timber or other material is delivered along the line of the road, the contractors must do the hauling required to put it in place, including loading in cars when necessary.

TRAIN SERVICE.

~~333. The Railroad Company will furnish the necessary engines, cars (except iron cars) and train crews required for the work of track laying, ballasting and hauling of material, but the amount and kind to be furnished will be at the discretion of the Railroad Company. The train service will be controlled by the Engineer or such person as he may designate.~~

GENERAL.

334. It is distinctly understood that the quantities of work estimated are approximate only, and the Railroad Company reserves the right to have built only such kinds and quantities and according to such plans as the nature or economy of the work, in the opinion of the Engineer, may require.

335. The contractor, at his own cost, must provide all wagon roads to reach and carry on the work; he must also provide all tools of every description and all supplies required for the prosecution of the work.

336. Any omission to disapprove of work at the time of making any monthly or other estimate, will not be construed as an acceptance of any defective work, and the contractor must remove and rebuild, or make good at his own cost, any work which the Engineer may consider to be defectively executed.

337. It is expressly understood that all work of any character performed for the Railroad Company, under these specifications, must be satisfactory to the Engineer in charge of the work, and to the Chief Engineer.

338. The price paid for buildings, water tanks, turn tables, depots, section houses and other standard structures, will be held to include the foundations, according to these plans; and it will be understood that the specifications for concrete, rubble masonry, etc., and the prices which govern such work, are intended to cover additional work of the same character which may be required and is not shown upon the plans.

