



Northern Pacific Railway Company.  
Engineering Department Records.

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N. P. 1757  
6-24

4062

OFFICE OF Chief Engineer

FILE NO. 8240

SUBJECT:

Adrian

Bridge 59

8240

See File 10800 Contact Lee and Shipley  
Rebuletaw 1942

See 66-428

8240

8240

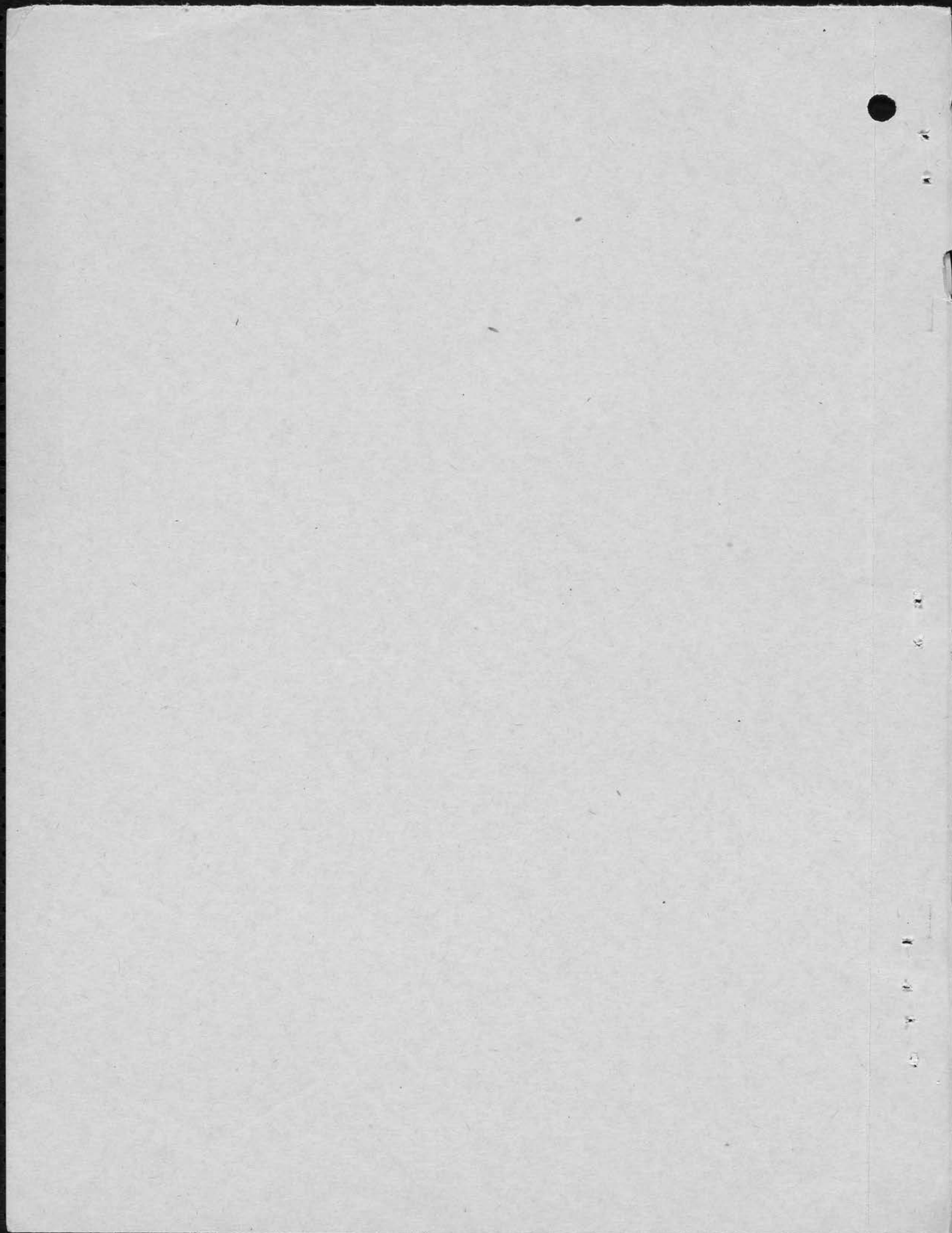
Contract 28<sup>th</sup> November 1931

Seims Spokane Co.

Filling Ridge 59

Adrian Wash





Date. Agreement made the **Twenty-eighth** day of **November** A. D. 19**31**  
between the **NORTHERN PACIFIC RAILWAY COMPANY** hereinafter called the "Com-  
pany" and **SIEMS-SPOKANE COMPANY, of Spokane, Washington.**

Parties.

hereinafter called the "Contractor."

The Contractor agrees to furnish all labor, services and material for, except as may be hereinafter otherwise provided and to construct, complete and finish in the most thorough workmanlike and substantial manner in every respect to the satisfaction of the Chief Engineer of the Company, within the time hereinafter specified, and according to the specifications hereto annexed and made part of this contract

**the filling of east approach of Bridge #59, Adrian, Washington.**

Work.

Date of completion.

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

**31st day of December, 1931.**

Definition of terms.

Where the word "Engineer" occurs in this contract or specifications attached hereto it refers to the Engineer of the Company in charge for the time being of the work of construction; and "Chief Engineer" means the Chief Engineer of the Company from time to time.

Keep Crossings open and safe.

The Contractor will keep open and in safe condition for use all crossings and approaches wherever the railroad is crossed by, or is adjacent to, public or private roads, and will alter said roads and approaches whenever required by the Company's Engineer.

Local Regulations.

The Contractor shall obtain, at his own expense, all necessary permits and shall comply in all respects with any ordinances, laws or regulations of the general or local government properly applicable to the work.



- Sub-contracts.** The work shall be performed under the personal supervision of the Contractor and neither this contract or any interest therein shall be assigned, nor said work or any part thereof sub-contracted without the written consent of the Chief Engineer to every such assignment or sub-contract.
- Complying with instructions.** The Contractor in all things will conform to the instructions of the Engineer and his duly appointed assistants.
- Lines, Levels and Marks** All lines, levels and marks necessary for constructing the work in accordance with the plans and specifications will be furnished the Contractor by the Engineer.
- The Contractor shall be solely responsible for the construction of the work in accordance with said lines, levels and marks, and for any disturbance or displacement of marks from their position as finally located by the Engineer.
- Work when and where directed.** The Contractor will carry on the work in such a manner and at such times and at such points as the Engineer from time to time shall direct, and all working plans and methods of carrying on the work shall be submitted in detail to the Engineer for his approval before proceeding with the work. Such approvals of the Engineer are understood to cover the general methods of procedure only and the Contractor shall have full control of his employees engaged upon the work and be solely responsible for all personal injuries caused in any manner by carrying on any work under this contract.
- Remedy faulty work.** All imperfect or insufficient work or material shall be remedied immediately when pointed out and shall be made good and sufficient to the satisfaction of the Engineer, and omission by the Engineer to disapprove of or reject insufficient or imperfect work or material at the time of any monthly or other estimate shall not be deemed an acceptance of such work or material; and the Engineer shall have the power at all times to have defective work or material taken out and rebuilt or replaced at the expense of the Contractor.
- The Contractor shall protect the Company against claims on account of patented devices or parts used by him on the work.
- No liquors.** The Contractor will not bring or permit to be brought anywhere on or near the work spirituous or other intoxicating liquors; and if any foreman, laborer or other employe of the contractor or of any sub-contractor, shall be in the opinion of the Engineer intemperate, disorderly, incompetent, wilfully negligent or dishonest in performance of his duties, he shall be on request of the Engineer forthwith discharged; the Contractor will not employ nor permit to remain about the work any person who from said work or from any other part of the Company's railroad may have been discharged for any of the causes mentioned in this paragraph.
- Disorderly workmen.**
- Extra work and bills therefor.** No extra work or material is to be allowed or paid for, excepting that done or furnished in performance of a previous order in writing of the Engineer, 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 work shall have been done or material furnished, otherwise all claim therefor shall be deemed waived.
- Arbitration** To prevent disputes and misunderstandings between the parties and to provide for the speedy settlement of such as may occur in relation to the provisions of this agreement, or the true intent and meaning hereof, or the manner of performance by either party, the Chief Engineer of the Company is made the umpire to decide all such differences; he shall also decide the amount and quantity, character and kind of work done and materials furnished by the Contractor, including all extra work and material; and his decision shall be final and conclusive on the parties.

Prices for  
work.

The prices to be paid by the Company for the work are as follows:

Furnishing and placing pit run material  
in embankment, without classification,  
per cubic yard.....\$ .22

The Contractor will pay into the Treasury of the State of Washington, if required, the percentages on his payrolls in such amounts and at such times as is provided by Chapter 74, Laws of Washington 1911, and all amendments and supplements thereto, commonly called the "Workmen's Compensation Act," and comply with the orders of the Industrial Insurance Commission relating thereto.

If the Company shall so elect, the Contractor agrees to furnish a good and sufficient bond in the amount of \$4000.00 conditioned upon the prompt, full and complete performance of this contract by the Contractor; the Company to pay the premium upon said bond.



Transportation.

The Railway Company will furnish free transportation over the line of the Northern Pacific Railway Company, subject to the review and instructions of the Chief Engineer as to the necessity for and proper use of same, as follows:

Passenger Transportation.

**Passenger Transportation:** (To be used only when traveling on business in connection with this contract).

1. For one member and one superintendent of the Contractor's firm or corporation, passes good **west of Butte, Montana.**

2. For Sub-contractors from

and intermediate points to the Northern Pacific Railway station nearest the site of the work and return.

3. For foreman, and laborers, from **points west of Butte, Mont.**

and intermediate points to the Northern Pacific Railway station nearest the site of the work.

4. Return transportation will be furnished to such foremen and skilled labor as may remain until completion of the class of work on which employed, but no free return transportation will be granted for common laborers.

Freight Transportation.

**Freight Transportation:**

1. For all material to be used in the work (except as hereinafter provided) from **points Butte, Mont., and west thereof.** and intermediate points to the Northern Pacific Railway station or spur track nearest the site of the work.

2. For tools, outfit and equipment used in the work from **Butte, Mont. and west thereof.**

and intermediate points to the Northern Pacific Railway station or spur track nearest the site of the work and return to the point from which same were originally shipped to the work, or to any intermediate point on the line of the Railway Company. The right to such free return transportation must be exercised within ninety (90) days after the date of completion of the work, after which time no free transportation will be furnished.

3. The Contractor shall pay full tariff rates on all coal, boarding and commissary supplies, hay and grain, lumber for camps, powder and explosives, and shall buy all materials, if possible, at points which will permit the Company to receive the haul on same, routing same via the lines of the Company and its connecting lines.

Transportation General

Exceptions may be made in the above stipulations covering passenger and freight transportation, and additional or other transportation may be furnished, as in the discretion of the Chief Engineer may be found necessary for the proper handling of the work.

Demurrage Charges

Nothing herein contained shall be construed to relieve the Contractor of payment of demurrage charges under Car Service Rules. Claims for cancellation or refund of demurrage on account of inclement weather, or for other reasons, shall be presented to the Engineer in charge of the work within fifteen (15) days after presentation of demurrage bills by the Company, and it is hereby agreed that no claim shall be presented after the expiration of the above time limit.

Price for extra work.

FOR EXTRA WORK, or work done under written orders of the Engineer for which prices are not named herein, the Contractor shall be paid his actual outlay in such work and ten per cent additional.

Estimates.

Payments.

Approximate estimates of the work done are to be made by the Engineer or his assistants at or about the end of each calendar month; and payment of the amount of each monthly estimate will be made by the Company on or about the twentieth day of the following month, less however all previous payments and less ten per cent of such estimate. Ten per cent upon all monthly estimates shall be retained until, and as security for, complete performance of this contract.

Retained percentage.



**Stopping work.**

The Company at any time before completion may stop the work or any part thereof, or may reduce the force employed or retard the work or any part thereof. On receiving such direction the Contractor shall stop work or diminish the force as directed, and shall have no claim whatsoever for damages by reason thereof, but shall receive payment for the work done in full discharge and satisfaction of all demands against the Company. Any notice given by the Company under this paragraph shall be in writing signed by the Chief Engineer, and shall be delivered to the contractor or some person on the work representing him at least five (5) days prior to the required stoppage or reduction.

**Accelerating work.**

If at any time the Contractor shall not be in the opinion of the Chief Engineer progressing with the work as fast as necessary, or with sufficient force to insure its completion within the contract time, the Chief Engineer may direct the Contractor to put on such additional force and means as in his judgment are necessary, and on the failure of the Contractor to comply with such directions, the Chief Engineer may declare this contract terminated; and in such case the amount of moneys then remaining unpaid including the percentage retained on all monthly estimates, shall be kept by the Company until the work is completed, and the Company may employ such force and means as in its judgment shall be necessary to complete the work and the cost thereof shall be paid by the Contractor.

**Retained percentage forfeited.**

**Power to cancel contract.**

If the Contractor at any time shall fail to perform any agreement herein contained the Company may cancel this contract; in which event the Contractor shall have no claim for damages, or for compensation for work done or material furnished, or for any portion of the percentage retained on monthly estimates; and the Company shall have the right to take possession of and hold the work done and material furnished and to retain all moneys which may be then unpaid.

**Contractor to pay all laborers**

The Contractor will pay promptly all laborers and others in his employ as their pay falls due, and pay promptly as they fall due all bills for material and supplies going into the work, and in the event of his failure at any time to do so the Company may retain from subsequent estimates such amounts of money as the Chief Engineer may deem requisite to pay the laborers and all others employed on the work and the said supply and material bills. Before final settlement is made the Contractor shall furnish to the Company satisfactory evidence that the work is free and clear from all liens for labor or materials and that no claim exists out of which a lien may grow.

**Contractor to pay damages to crops, etc.**

The Contractor assumes and agrees to pay for all injury or damage to crops, fences, farm improvements, or any other property caused by the prosecution of the work and all damages by fire started from the right of way, except damage to real estate made necessary by the work. When the final estimate is made, should there be any unsatisfied claim for such damage, the Company may deduct from the moneys owing the Contractor a sum equal to the amount so claimed together with the estimated cost of adjusting the claim. Such moneys shall be retained until all damages are satisfied when the remainder shall be paid over to the Contractor.

**Retention of claims from final estimate.**

**Temporary suspension.**

If the work be delayed materially from any act or neglect of any agent or employee of the Company, the time for completion shall be extended for a period equal to such delay and the Contractor shall have no further or other claim upon account of such delay. He must make claim to the Chief Engineer in writing for extension at the time of the delay, stating the occasion and nature thereof, and failing to do so his right to extension shall be waived.

**Extension of time.**

**Total  
suspension.**

In case of a total suspension of all work for over ninety days without any fault or procurement of the Contractor, unless such suspension shall have been caused by the winter season or protracted rigor of weather, the Chief Engineer shall make a final estimate and the amount so estimated shall be paid to the Contractor; he shall be entitled to receive only that proportion of the contract price which the amount of work done and material furnished bears to the total amount covered by the contract.

**Insurance.**

Damage by fire to buildings or structures during construction will be made good by the Contractor, who will keep all structures fully insured until completion and acceptance by the Company. The cost of insurance will be divided equally between the parties, the policies written in the name of both, loss payable as their interest may appear, and deposited with the Chief Engineer.

**Final estimate.**

Time of payment of final estimate and retained percentage.

**Release.**

When in the opinion of the Chief Engineer this contract shall have been performed, he shall so certify in writing and give a final estimate and statement of the balance unpaid; and the Company within thirty days thereafter will pay the full balance. The Contractor at final payment will execute, acknowledge and deliver to the Company under his hand and seal a valid discharge from all claims and demands growing out of or connected with this contract.

Contractor's base of information.

This contract is entered into by the Contractor solely on his own knowledge, and on information derived from others than the Company, its officers or agents, respecting the nature and formation of the country in which the work is to be done, and the character, quantities and location of the material required to be removed, or to be used in the roadbed.

Where borings or soundings for foundation of structures are indicated on the plans, it shall be understood that this data has been obtained for guidance in the design of the structure, and the Company will assume no responsibility contingent upon the accuracy of the borings or soundings.

Right reserved to change line of R. R. and the amount of work.

The Company reserves the right at any time to change in whole or part, as it may seem expedient, the line and grade of the railroad or the amount of work embraced in this contract, and any change of the line or grade or bridges shall not affect the prices herein stated; nor shall any bill for "extras" or other charge or claim be made by reason thereof, or of any difference occasioned by such change in the quantity, location or nature of the work to be performed. But if the Chief Engineer shall deem the change to have materially affected the cost of doing the work, he shall determine the price to be paid, either above or below, as the case may be, the prices herein provided, so as to do substantial justice between the parties.

**Execution.**

IN WITNESS WHEREOF, the Company has caused these presents to be signed by its duly authorized officer and the Contractor has hereunto set his hand and seal.

Witness as to the Company

**Northern Pacific Railway Company.**

By \_\_\_\_\_

Witness as to the Contractor

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)



NORTHERN PACIFIC RAILWAY COMPANY

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

For the loading of pit run materials and filling of the east approach of its Bridge No. 59 near Adrian, Washington. The bridge in question is shown in ravine section on blue print attached, marked Office of District Engineer, Spokane, Washington, Exhibit "A", dated October 27, 1931, AFS Job No. 13.

The work will consist of furnishing all labor, material and equipment, except as herein provided, for the filling of the east approach of Bridge No. 59.

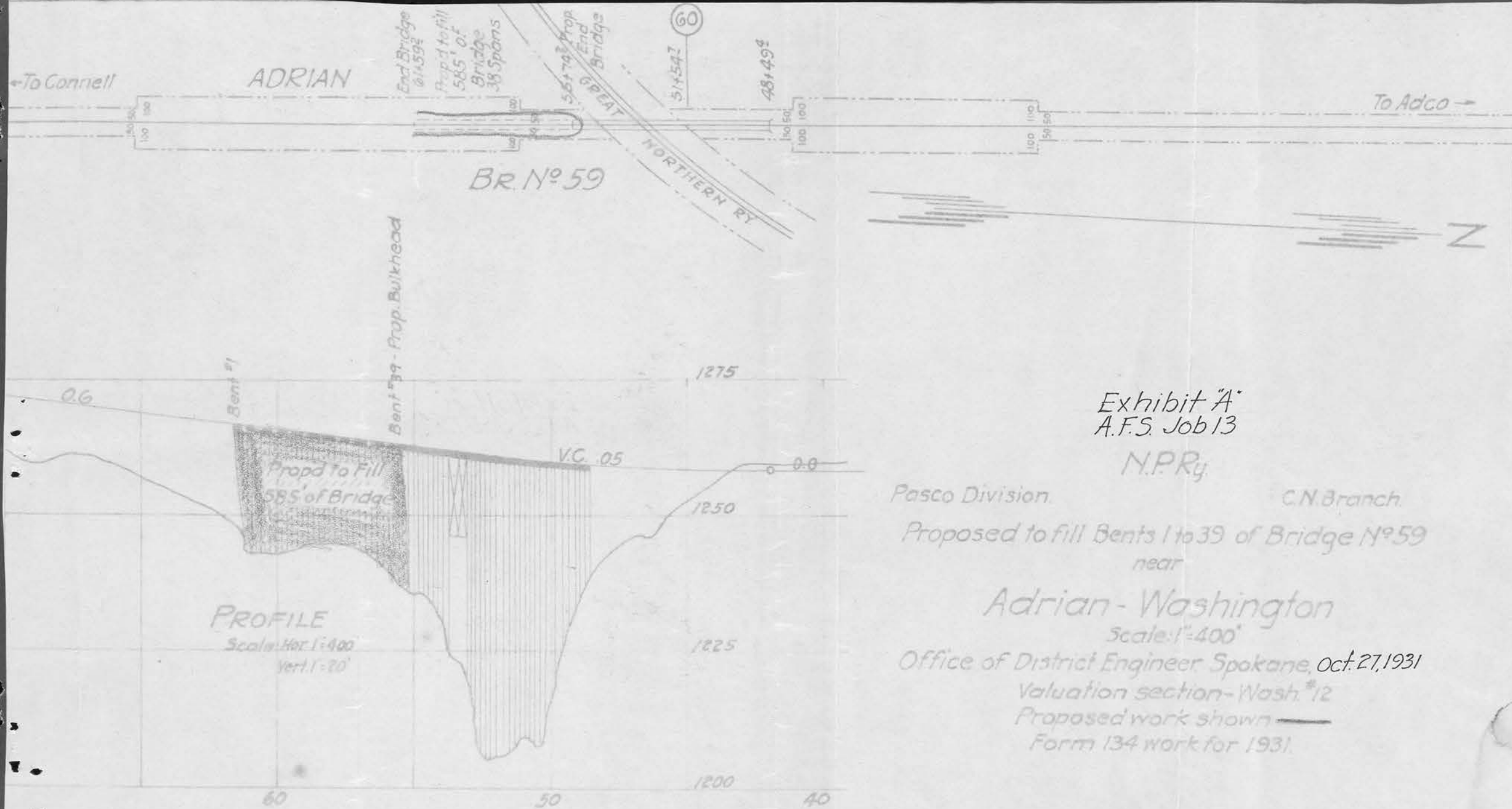
The Contractor will furnish the borrow pit, and the cost thereof will be included in the unit price bid.

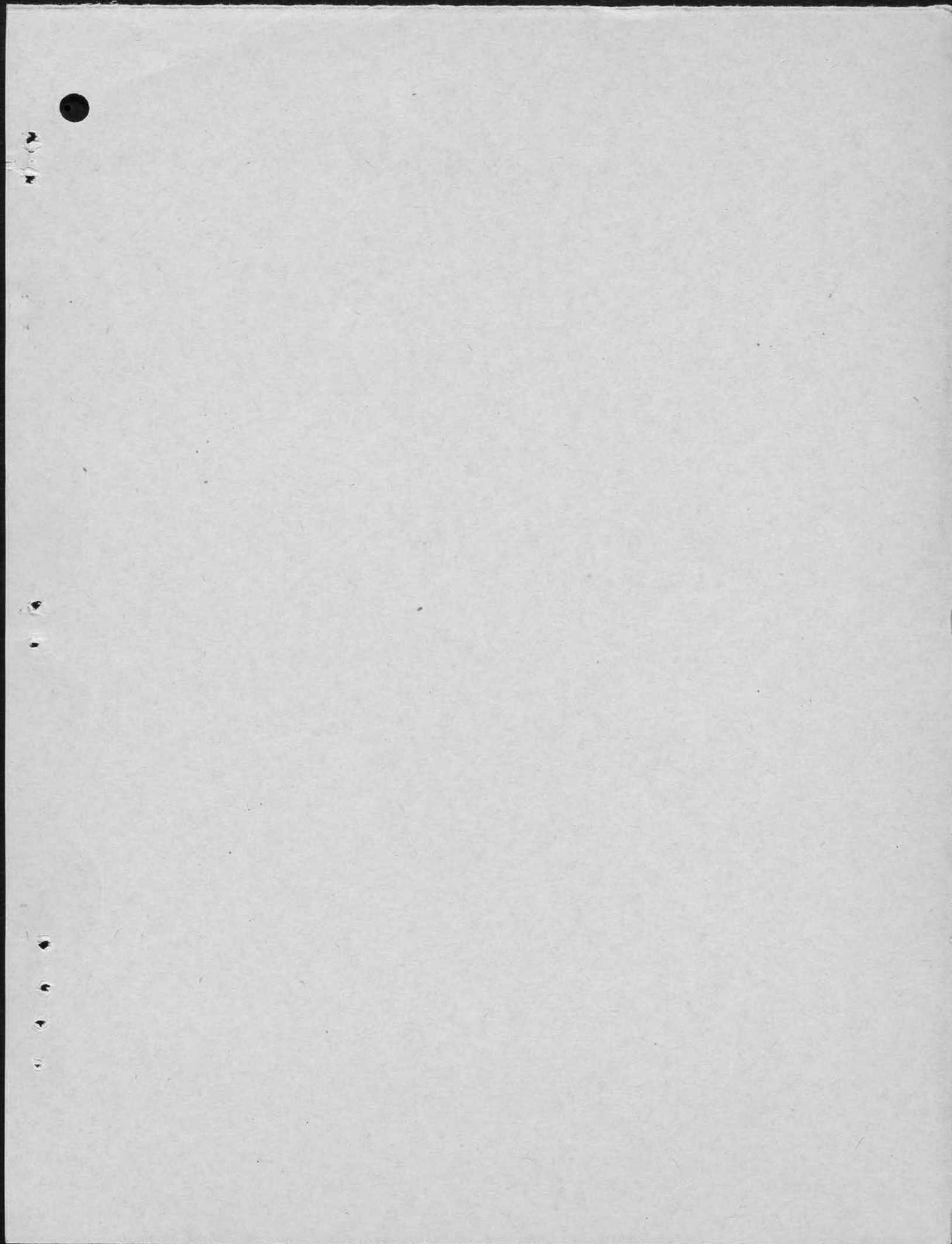
The Railway Company will do, at its own expense, all work required on the trestle to be filled, except the building of runways for trucks or temporary construction tracks.

The Railway Company will remove every second tie from the track in the bridge in question and cut off the remainder to be eight feet long.

The Railway Company will do all necessary work on rearrangement of its telegraph lines at its own expense.

All material used in the filling will be measured in place in excavation, provided however that if the borrow pit selected proves inaccessible or incapable of exact re-measurement, then the material shall be measured in place in embankment.







82 40

Saint Paul, October 28, 1942

8240

MR. M. W. BEACH:

Mr. Nye has approved our drawing 93204 showing new bridge 59 over Great Northern tracks at ADRIAN, revised to show the center line of pier 2 to be 61' from the center line between GN tracks and 60' to the center of pier 1.

I presume you will arrange with Fielding & Shepley to proceed with the work.

cc-Mr. A. F. Stotler

bb/s

October 23, 1942

MR. C. M. NYE:  
Chief Engineer, Great Northern Ry.  
Saint Paul

Dear Mr. Nye:

Your letter of the 24th, about our drawing 93204 showing contemplated rebuilding of our bridge over your tracks at ADRIAN:

We have corrected the plan to show the location of the bridge with respect to your center line as requested, and I am sending you herewith revised print so marked.

Yours very truly,

bb/s

att.

RRB

Saint Paul, Oct. 28, 1942.

Mr. Bernard Blum:

Referring to Mr. Nye's letter to you of October 24 in regard to Bridge 59 near Adrian on the Washington Central Branch, Idaho Division.

I attach one print of drawing 93204 on which distances requested in Mr. Nye's letter have been shown.

File returned.

*M W Beach*





GREAT NORTHERN RAILWAY COMPANY

OFFICE OF THE CHIEF ENGINEER

C. M. NYE,  
CHIEF ENGINEER

ST. PAUL, MINN.

October 24, 1942

N-3262

Mr Bernard Blum, Chief Engineer  
Northern Pacific Railway  
St Paul, Minnesota

Dear Mr Blum:

Yours of October 19th with your drawing 93 204 showing  
proposed rebuilding of your bridge over our tracks at Adrian:

The plan as shown is satisfactory. There are no definite  
stations or distances showing the relation between the center  
line between our tracks and your bridge supports. We would  
like to have the distance from center line between tracks to  
the north end of your girder 61 feet, and to the south end  
60 feet. This will give us space for an additional track on  
either side.

Yours very truly,



# GREAT NORTHERN RAILWAY COMPANY

OFFICE OF THE CHIEF ENGINEER

TO THE  
CHIEF ENGINEER

ST. PAUL, MINN.

October 21, 1902

11-3542



Mr. General John C. Smith, Chief Engineer  
Northern Pacific Railway  
St. Paul, Minn.

Dear Mr. Smith:

Yours of October 17th with your drawing of the proposed route line of your bridge over our tracks at Adrian, Minn. is hereby acknowledged. There are no definite sections of this road showing the relation between the water line between tracks and your bridge as shown. It would like to have the distance from water line between tracks to the north end of our bridge at least, and to the south end 10 feet. This will give us a base for an additional track on

Very truly yours,

Yours very truly,

8240

October 19, 1942

MR. C. M. NYE  
Chief Engineer  
Great Northern Railway  
Saint Paul

Dear Mr. Nye:

I am transmitting herewith for your review and approval a print of drawing 93204 showing proposed replacement of Howe truss span in our Washington Central branch over your tracks at ADRIAN with a 120' deck lattice girder which we have recovered from bridge 73 on the joint line south of Tenino.

I will be glad to have your approval of this change.

Very truly yours,

bp/s

att.

Mr. Blum

Do you wish  
to submit this  
to the G.N.

PRB

10/9/42

B-59 W.C. Branch  
over G.K. Ry.

Reqn E101201 for material  
20 OCT 1940

FREE ENVELOPE  
OCT 1 1966  
NOR. PAC. R.  
ST. P. H. 1966



Train 4, at Glendive, May 18, 1941

MR. E. W. BEACH:

Your letter of May 16 about renewal of 62' Howe truss span over Great Northern tracks, our bridge 59, at ADRIAN:

I am somewhat familiar with this timber, as some years ago Mr. Stotler and I made an examination not only of this bridge but others also on the branch when it was desired to cut down on some rather liberal recommendations contained in the form 134 for that year.

As described in your letter and also in letters of Mr. Hayward and Mr. Stang, it is apparent that the wood has not suffered much additional deterioration, although undoubtedly the brashness has increased somewhat.

In view of your statement of the design of this bridge, namely, for locomotives equal to what is now operating over the branch, I believe we are not taking any particular chance in carrying the structure over until 1942 as you suggest. In this view I have in mind the original design, based on a normal factor of safety plus a liberal allowance for impact, and with a 10-mile slow order the stresses due to impact are negligible.

c - Mr. A. F. Stotler  
Mr. F. Brastrup  
Mr. G. I. Hayward

60/2

MWB

Saint Paul,  
May 16, 1941.

Mr. Bernard Blum:

There was an item on Form 134 for 1940 covering the renewal of the Howe truss timber in the 62 foot deck span over the Great Northern tracks in our Bridge 59 at Adrian. The chord sticks are the ones originally placed in 1909 and the condition of these pieces led to the recommendation for renewal of the truss. The diagonals had been renewed in 1928.

Mr. Handsaker made an inspection of the bridge in February 1940 and after all of the chord sticks had been bored he reported that no rot or soft wood was found and suggested there was not sufficient reason for renewing the truss members at that time, although he did report that one third of the chord sticks showed a pronounced tendency to splinter and that crushing was common where the bolts were drawn into the sticks. This was covered in my letter to you of April 12, 1940 following which the item on Form 134 was canceled.

The item for renewal of the truss timber was reinstated in this year's Form 134, amount \$3950. This was made an 'X' item.

Recently I wrote Messrs. Hayward and Brastrup regarding the necessity of renewing the truss this year in view of the condition found in last year's inspection and I attach copy of Mr. Brastrup's reply of April 22 and Mr. Hayward's reply of May 2.

This truss is not one of the old standard light design trusses but was designed for a 215 ton engine which is similar to the plain W engine. The W engines apparently operate over this bridge occasionally and the Superintendent has placed a speed restriction of ten miles per hour on these engines. Timber in this territory does not become rotten but brittle which condition permits rather easy breakage under impact. The fact that the truss is not carrying engines appreciably heavier than it was designed to carry, together with the speed restriction which reduces to a large extent the effect of impact, leads to the conclusion that there is no immediate danger in continuing the use of the truss.

On the other hand, we should give consideration to the opinion of Messrs. Hayward, Brastrup and Stang as they have to live with the bridge and are responsible for it. We have already obtained 32 years service from the truss and I believe we are justified in taking some action in the near future to improve this condition. At present timber prices it may be found cheaper to

Mr. Blum

-2-

replace the truss with a second hand turntable span. I suggest that we plan on doing the work in 1942 and either prepare an AFE late this year or include the item again in next year's Form 134.

*W. M. Beach*

cc-Mr. A. F. Stotler,  
Mr. F. Brastrup,  
Mr. G. I. Hayward.

CHIEF OF ENGINEERS  
MAY 1961  
NO. 1941  
PAC. DIV.

have this year or before the 1st of June as a result of the work done in the past year.

*[Handwritten signature]*

W. A. I. Stott  
J. I. Stott  
J. I. Stott



MWB

Saint Paul,  
May 16, 1941.

Mr. Bernard Blum;

There was an item on Form 134 for 1940 covering the renewal of the Howe truss timber in the 62 foot deck span over the Great Northern tracks in our Bridge 59 at Adrian. The chord sticks are the ones originally placed in 1909 and the condition of these pieces led to the recommendation for renewal of the truss. The diagonals had been renewed in 1928.

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Mr. Blum

-2-

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W. W. BEACH

cc-Mr. A. F. Stotler,  
Mr. F. Brastrup,  
Mr. G. I. Hayward.



COPY

Washington Central Branch  
Bridge 59 - Adrian.

Seattle, Wash.  
May 2, 1941.

Mr. M. W. Beach:

Referring to your joint letter of April 15 in reference to the item in the Form 134 for the rebuilding of the Howe truss over the Great Northern Railway at Bridge 59, Adrian.

Mr. Brastrup has already forwarded to you under date of April 22 Mr. Stang's views in regard to the subject of carrying.

You are entirely familiar with the fact that actual decay is seldom found in the timber on this branch above the ground. The timber does, however, deteriorate, the fibres become separated and the strength is reduced accordingly. The outward appearance of some of the sticks in this truss indicates that the factor of safety for which it was designed no longer exists.

You will recall the results of the tests that we made in 1933 of stringers taken out of Bridge 24 on this same branch - tested at the University of Washington, Seattle. At that time the average modulus of rupture was found to be 3450 pounds. The average maximum horizontal shear was 241 pounds per square inch, or a factor of safety of 2+ in fibre strength and 2.7 in horizontal shear on the basis of the working stresses of 1600 pounds for fibre strength and 90 pounds for maximum horizontal shear. This was the average condition for four stringers, one of these being about 60% of the average.

It is a fact that this branch is being very little used at the present time. There are, however, no restrictions on the bridge and no reason why W power cannot be operated at any time. Under the circumstances we felt entirely justified in including this item of renewal.

G. I. Hayward,  
District Engineer.

COPY

Spokane, April 22, 1941.

Mr. M. W. Beach:

Your joint letter of April 15 to Mr. Hayward and me about Bridge 59 at Adrian.

I concur in the following views of Supervisor Stang:

"The timber in this territory does not rot in the sense that timber up in the air gets red rot in it. Even the so called doty wood does not appear very often in any superstructures, but the timber does turn hard and does get very brittle, and it is on account of the brittleness in these timbers of the superstructures that I feel we should have the timbers renewed. It is now over 30 years old, and with the W engines that are down there most of the time I feel we should have a truss that is absolutely dependable."

Fred Brastrup,  
Superintendent.



8240

St. Paul, Minnesota  
April 12, 1940

Mr. W. C. Sloan,  
Mr. A. F. Stotler:

I am attaching a copy of Mr. Beach's letter of April 12th to me about Bridge 59 on the Connell Northern with reference to the How Truss span over the Great Northern tracks at Adrian.

From this report it appears that we are justified in carrying the bridge over and cancelling the recommendation on Form 134.

BB:wp  
enc

MWB

Saint Paul,  
April 12, 1940.

Mr. Bernard Blum:

There is an item in Form 134 for renewing the Howe Truss timber in the 62 foot span over the Great Northern tracks in our Bridge 59, on the Connell Northern - amount \$3950.

This bridge was erected in 1909 and no renewals were made in the truss span until 1928 when the timber diagonals were renewed. All members of the original span were given a brush treatment of creosote but this was not done with the 1928 renewals. The basis of the request for complete renewal at this time was the condition of the top and bottom chords, which are the original sticks.

Mr. Handsaker recently made an inspection of the bridge and reports that all of the chords are free from twisting or excessively large checks and that most of the sticks look very good. About one third of them show a general loosening of the outside fibers, with some crushing and splintering under castings and packing bolts. The exterior appearance of these particular sticks suggested that the interiors were rotten, which could be determined only by making several borings. We have been advised that all of the sticks in the chords have now been bored and no rot or soft wood was found in any of them.

In view of this information there does not appear to be sufficient reason for renewing the truss members at the present time. The item on Form 134 may therefore be cancelled.





8240

Seattle, January 11, 1932

Re: Est. #1 & final favor Siems-  
Spokane Co. a/c filling bridge  
59 near Adrian, Wash.

640-2-28

Mr. Bernard Blum:

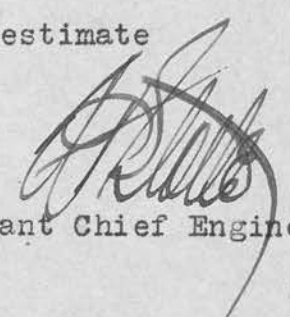
I enclose herewith my voucher #1 amount \$5450.06 covering estimate No.1 and final favor Siems-Spokane Co. account work of filling bridge 59 near Adrian, Wash. under contract dated November 28, 1931.

Affidavit covering this work is also attached for your files.

A comparison of the actual cost with the contractor's bid and estimated cost is as follows:

Estimate	29,000 yds	.30 yd	8,700.00
Contractor's bid	29,000 "	.22 "	6,300.00
Actual cost	24,773 "	.22 "	5,450.06
Actual cost below estimate			\$3,249.94

Vo # 977  
to invoice 1/18  
FJW

  
Assistant Chief Engineer



OFFICE OF  
CHIEF ENGINEER  
JAN 15 1982  
JOP PAC RY  
ST PAUL MINN

file 8240  
FD # 977  
Jan

Siems-Spokane Company  
Realty Building,  
Spokane, Washington.

Jan. 6, 1932.

5450.06

In full payment for all labor, services, material and use of equipment for the filling of east approach of Bridge #59, Adrian, Washington, during the months of December, 1931, and January, 1932, under terms of contract dated November 20, 1931, as per Estimate No. 1 and Final.

Furnishing and placing pit run material in embankment, without classification,

24773 Cu. Yds. @ 2.22 5450.06

Work completed January 3, 1932.

CHANGE:

District Accounts,  
Eastern District.

Uncompleted AHEs - Road

AHE 790-31 Adrian- Fill Bridge 59

Acct. 3, Grading

5450.06

INT #1  
AHS #1

8240

St. Paul, Dec. 15, 1931.

Mr. R. H. Relf:

Herewith contract with Siema Spokane  
Company covering filling of approach to bridge 59 near  
Adrian together with Mr. Donnelly's letter of December  
11 authorizing me to execute. The amount involved is  
approximately \$6380.00. No bond has been required.

REG-w

Chief Engineer

encl

8240

St. Paul, December 14, 1931

Mr. H. M. Tremaine:

Herewith for delivery to the contractor  
executed contract with Siema Spokane Company covering  
filling of approach to bridge 59, ear Adrian.

REG-w

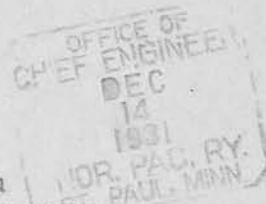
Chief Engineer

enclosure



Saint Paul, December 14th, 1931

MR. BERNARD BLUM:



Your letter of December 4th with which you enclosed proposed contract with the SIEMS SPOKANE COMPANY covering filling of approach to bridge 59, near Adrian:

I return herewith both copies of the agreement, with Mr. Donnelly's letter of December 11th authorizing you to execute.

*A. E. Stevens*

*Mr Blum - To sign -*

*There was no bond furnished*

*Presume not necessary R.E.G.*

*Do not believe necessary  
Pls complete  
11/10 BB*

St. Paul, Minn., December 11, 1931.

Mr. H. E. Stevens,  
Vice President.

Referring to your letter of December 10  
and returning proposed contract with the Siems Spokane  
Company covering filling of approach to bridge 59,  
near Adrian:

This letter when filed with the Assistant  
Secretary may be considered authority for the Chief  
Engineer to execute the contract on behalf of the  
Railway Company.

(Signed) CHARLES DONNELLY

encl.

cc-Mr. R. H. Relf.

8240

St. Paul, Dec. 4, 1931.

Mr. H. E. Stevens:

Herewith for execution contract with  
Siems-Spokane Company for filling approach to Bridge  
No. 59 near Adrian.

Bids received compare as follows:

Siems-Spokane Co	6380.00
Southerland & Burns	7250.00
Addison Miller Incp	7540.00
N. E. Degerstrom	8410.00
N. P. Estimate	8700.00

Work was authorized under AFE Pasco  
Division ED 122-1930 Comptrollers Nol 1116-30.

REG-w

Chief Engineer

enclosure

5240

CHIEF OF ENGINEER  
DEC 1 1931  
FOR FILE

Spokane, Wash., Dec. 1, 1931.

Mr. Bernard Blum:

I enclose original and duplicate of contract with Siems-Spokane Company for filling approach to Bridge 59, near Adrian. These contracts have been signed by the contractor.

I am also enclosing a carbon-backed copy of this contract for your use.

HRG-m

cc: AFS

H M Tremaine  
District Engineer.



At Portland, Oregon,  
November 25, 1931.

Mr. A. F. Stotler:

Your letter 16th in regard to filling  
of 38 spans of Bridge 59 on the Connell Northern Branch:

As I advised you yesterday, your recommendation  
to award the work to Siems Spokane Company under Option B,  
at price of 22¢ per yard, is approved and I wish you would  
arrange for contract and have the work started immediately.

Chief Engineer.

BB h



N. P. 1386  
12-24

Sheet #1

# TELEGRAM—BE BRIEF

TIME FILED

M.

NPW

St Paul Nov 22nd 1931

Bernard Blum Car 12  
No 3- Medina

25 25 500  
21 50 511

X Stoler wires B-191 and 201- Fill bridge 59 adrian siems co  
under their bid option "B" proposes to provide its own borrow  
pit using trucks stop Will spread in layers to clearance of  
trucks under bridge and will then dump from top of bridge stop  
Under this plan will be very little work for bridge crew stop  
Under their option "C" will load three miles west of Bridge on  
main line with shovel which will require lining over track costing  
railway Co ~~\$400~~ to \$500 stop both Siems Co and Morrisen Knudsen  
will meet loading capacity of 1500 cu. yds. per day if required



N. P. 1386  
12-24

# TELEGRAM—BE BRIEF

TIME FILED

M.

#2  
and both propose to use on option "A" gas air drag one and one  
quarter cu. yd~~x~~ capacity L-20 File M-221.

R E Gemmell

1003am



12-24

## TELEGRAM—BE BRIEF

TIME FILED

M.

205CFR

SEATTLE NOV 20 1931

BERNARD BLUM

STPAUL

B-191 AND 192 RE FILL BRIDGE NO 59 ADRIAN CONTRACTORS BIDDING ON

WORK AT SPOKANE ARE OUT OF TOWN AND WILL NOT RETURN UNTIL TOMORROW

MORNING WILL THEM REPLY TO YOUR QUERIES STOP SIEMS SPOKANE

COMPANY IN THEIR OPTION "B" ARE TO USE TRUCKS AND SECURE THEIR OWN

BORROW PIT. L-19.

A.F. STOTLER

613PM







N. P. 1386  
12-24

# TELEGRAM—BE BRIEF

TIME FILED

M.

St. Paul Nov. 20, 1931.

A. F. Stotler, Seattle

Can you reply to my B-191 regarding bids Bridge 59. B-201

Bernard Blum



N. P. 1386  
12-24

# TELEGRAM—BE BRIEF

TIME FILED

M.

St Paul Nov 19 1931

5501

A F Stotler Seattle

Re bids Bridge 59 stop How does Siems Company plan to do work under option B stop Their bid option A based on

loading from west end of Bridge 59 stop They include their option C at nine cents for loading from cut three miles west of bridge stop Can full yardage be obtained from cut at

west end of bridge stop I believe comparison will be influenced by expense Railway put to in maintaining bridge during fill

work therefore important to know plan of option B B 191

Bernard Blum



N. P. 1386  
12-24

# TELEGRAM—BE BRIEF

TIME FILED

M.

St Paul Nov 19 1931

A F Stotler Seattle

Note Addison Miller bid based on using two shovels  
1500 yards per day stop What equipment and yardage figured by  
Siemens Spokane Company and Morrison Knudsen Bridge fifty nine  
B 192

Bernard Blum

Seattle, Wash.,  
November 16, 1931.

640-2-28

Mr. Bernard Blum:

Adrian, Wash: Proposed filling of 38 spans  
of Bridge #59 at Connell end , Connell Nor-  
thern Branch, Pasco Division AFE 790-31.

I am handing to you herewith proposals and specifications submitted to Contractors, with a schedule of the bids submitted for the proposed filling of 38 spans of Bridge #59, on the Connell end, near Adrian, Wash.

You will note Mr. Tremaine has two propositions - Option "A" and Option "B." Under Option "A" the only work the Contractor is to do is to load material, the Railway Company to furnish work-train, equipment, and unload.

Under Option "B" the Contractor is to perform all work.

Mr. Tremaine recommends letting the contract to the lowest bidder under Option "A", as it is his thought that with a spread of 10¢ a yard for the work, the Railway Company is to perform, cost would be less than the low bid under Option "B".

I do not concur in his opinion for the reason that worktrain cost would be greater than the 10¢, probably in the neighborhood of 15¢, as this is an outlying district, there is no water at Adrian and it would be necessary for work equipment and crew to tie up at Coulee, which is about 22 miles distant and would result in about four hours' per day overtime. Further, it would be necessary to have from 24 to 30 Clark Air Dumps, with probably a like number of Center Dumps, and this would necessitate an unloading crew to handle the Center Dumps, and it is my opinion that the price of 22¢ under Option "B", bid by Siems Spokane Company is the bid we should accept.

Will you please wire your recommendations.

AFS:L  
Encl.

Copy to

Mr. Tremaine

*Mr. Stotler*  
*O.K. to let work*  
*to Siems Spokane Co on*  
*option "B"*  
*B.B.*  
*11/24*



Seattle, Wash.,  
November 15, 1931.

440-1-32

Mr. Bernard Silver:

Adrian, Wash.: Proposed filling of 33 acres  
of bridge 333 at Connell and Connell Nor-  
thern Branch, Tanco Division, W 780-31.

I am sending to you herewith proposals and speci-  
fications submitted to Contractors, with a schedule of the bids submitted  
for the proposed filling of 33 acres of bridge 333, on the Connell and  
near Adrian, Wash.

You will note Mr. Trevaine has two propositions -  
Option "A" and Option "B." Under Option "A" the only work the Contractor  
is to do is to load material, the Railway Company to furnish work-  
men, equipment, and material.

Under Option "B" the Contractor is to perform all

work.

Mr. Trevaine recommends letting the contract to  
the lowest bidder under Option "A", as it is his thought that with a  
spread of 10¢ a yard for the work, the Railway Company is to perform,  
cost would be less than the low bid under Option "B".

I do not concur in his opinion for the reason that  
workman cost would be greater than the 10¢, probably in the neighbor-  
hood of 15¢, as this is an outlying district, there is no water at  
Adrian and it would be necessary to transport equipment and crew to the up-  
per end, which is about 25 miles distant and would result in about  
four hours' per day overtime. Further, it would be necessary to have  
from 25 to 30 men at the bridge, with probably a like number of Center  
men, and this would necessitate an unloading crew to handle the Center  
men, and it is my opinion that the price of 25¢ under Option "B", bid  
by Sierra Spokane Company is the bid we should accept.

Will you please give your recommendations.

WBS:L  
Encl.

Copy to

Mr. Trevaine

# SCHEDULE OF BIDS

AFE 790-31 - ADRIAN, FILL PORTION  
BRIDGE 59.

	<u>Quantities</u>	<u>Option A</u> <u>Unit Price</u>	<u>Amount.</u>	<u>Option B</u> <u>Unit Price</u>	<u>Amount</u>	<u>"C"</u>
Estimate	29,000 yds.	\$.17	\$4930	\$.30	\$8700	
Morrison-Knudsen Co.	"	.09½	2755	-	-	5655
L. T. Lawler	"	.10	2900	-	-	5800
Addison-Miller, Inc.	"	.11	3190	.26	7540	6090
Edw. J. Dunnigan, Inc.	"	.11½	3335	-	-	6235
Siems-Spokane Co.	"	.12	3480	.22	6380	6380
Sutherland & Burns	"	.16	4640	.25	7250	7540
N. A. Degerstrom	"	"	"	.29	8410	-

Option "A" covers loading only.

Option "B" covers loading, hauling, and placing in embankment.  
Contractor to use his own equipment.

Column "C" is price given under Option "A" plus 10¢ per yard, for  
hauling and unloading, for comparison with prices given  
under Option "B".

Proposal blanks sent Winston Bros., and R. M. Grumauer of Lewiston  
but no bids received from them

OFFICE OF DISTRICT ENGINEER,  
Spokane, Wash., Nov. 5, 1931.



# SCHEDULE OF BIDS

AFE 790-31 - ADRIAN, FILL PORTION  
BRIDGE 59.

	<u>Quantities</u>	<u>Option A</u>	<u>Amount.</u>	<u>Option B</u>	<u>Amount</u>	<u>"C"</u>
		<u>Unit Price</u>		<u>Unit Price</u>		
Estimate	29,000 yds.	\$.17	\$4930	\$.30	\$8700	
Morrison-Knudsen Co.	"	.09½	2755	-	-	5655
L. T. Lawler	"	.10	2900	-	-	5800
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Edw. J. Dunnigan, Inc.	"	.11½	3335	-	-	6235
Siems-Spokane Co.	"	.12	3480	.22	6380 ✓	6380
Sutherland & Burns	"	.16	4640	.25	7250 ✓	7540
N. A. Degerstrom	"	"	"	.29	8410	-

Option "A" covers loading only.

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Contractor to use his own equipment.

Column "C" is price given under Option "A" plus 10¢ per yard, for  
hauling and unloading, for comparison with prices given  
under Option "B".

Proposal blanks sent Winston Bros., and R. M. Grumauer of Lewiston  
but no bids received from them

OFFICE OF DISTRICT ENGINEER,  
Spokane, Wash., Nov. 5, 1931.

# SCHEDULE OF BIDS

AFE 790-31 - ADRIAN, FILL PORTION  
BRIDGE 59.

	Option A			Option B		"C"
	<u>Quantities</u>	<u>Unit Price</u>	<u>Amount.</u>	<u>Unit Price</u>	<u>Amount</u>	
Estimate	29,000 yds.	\$.17	\$4930	\$.30	\$8700	
Morrison-Knudsen Co.	"	.09½	2755	-	-	5655
L. T. Lawler	"	.10	2900	-	-	5800
Addison-Miller, Inc.	"	.11	3190	.26	7540	6090
Edw. J. Dunnigan, Inc.	"	.11½	3335	-	-	6235
Siems-Spokane Co.	"	.12	3480	.22	6380	6380
Sutherland & Burns	"	.16	4640	.25	7250	7540
N. A. Degerstrom	"	"	"	.29	8410	-

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hauling and unloading, for comparison with prices given  
under Option "B".

Proposal blanks sent Winston Bros., and R. M. Grumauer of Lewiston  
but no bids received from them

OFFICE OF DISTRICT ENGINEER,  
Spokane, Wash., Nov. 5, 1931.



M. H. KNUDSEN  
PRESIDENT

C. W. JOSLYN  
SECY.-TREAS.

H. W. MORRISON  
VICE PRES. & GENL. MGR.

# Morrison-Knudsen Company

GENERAL CONTRACTORS

G. L. YOUNG  
DISTRICT MANAGER

November 4, 1931.

1307 OLD NATIONAL BANK BUILDING  
SPOKANE, WASHINGTON

Mr. H.M. Tremaine,  
District Engineer,  
Northern Pacific Railway Company,  
Spokane, Wash.

Dear Sir:-

Enclosed herewith please find  
our bid covering, "Loading material  
for filling Bridge No. 59."

You will note that we have bid  
on Option "A" only.

Thanking you for the opportunity  
of bidding on this work, we remain.

Very truly,

MORRISON-KNUDSEN COMPANY,

By G. L. Young

NORTHERN PACIFIC RAILWAY COMPANY

Morrison-Knudsen Co.,  
Old Nat'l Bank Bldg.  
Spokane.

You are hereby requested to submit a proposal for the filling of east approach of Bridge #59, Connell Northern Branch, near Adrian, Wash.

Work to be started immediately after award of contract and be completed on or before December 1, 1931.

The Company reserves the right to reject any and all bids, and, at its option, to require a bond for the full estimated amount of the contract. If bond is required, the premium will be paid by the Company.

All proposals to be sealed, marked Loading material for filling Brg. 59

and addressed to the District Chief Engineer of the Northern Pacific Railway Company, ~~Saint Paul, Minnesota~~ Spokane, Wash.

Bids will be received until Noon November 4, 1931.

NORTHERN PACIFIC RAILWAY COMPANY

By

*H. M. Tremaine*  
District Engineer.

PROPOSAL

The undersigned hereby proposes to undertake the above described work, and, if this proposal is accepted, agrees to enter into a contract with the Northern Pacific Railway Company, in the form hereto attached and made a part hereof, and at the unit prices inserted in said form of contract by the undersigned, and returned herewith.

Official Name of Partnership or Corporation.....

By

*W. M. Youmans*

Official Position.....

*District Manager*

Address.....

*1307 - O. N. Bank - Spokane, Wn.*

Date.....

Date. Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 192\_\_\_\_  
between the NORTHERN PACIFIC RAILWAY COMPANY hereinafter called the "Com-  
pany" and \_\_\_\_\_

Parties.

hereinafter called the "Contractor."

The Contractor agrees to furnish all labor, services and material for, except as may be hereinafter otherwise provided and to construct, complete and finish in the most thorough workmanlike and substantial manner in every respect to the satisfaction of the Chief Engineer of the Company, within the time hereinafter specified, and according to the specifications hereto annexed and made part of this contract

Work. Filling east approach Bridge #59, Adrian, Wash.

Date of completion.

The work is to be commenced immediately and completed on or before the  
**December 1, 1931.**

Definition of terms.

Where the word "Engineer" occurs in this contract or specifications attached hereto it refers to the Engineer of the Company in charge for the time being of the work of construction; and "Chief Engineer" means the Chief Engineer of the Company from time to time.

Keep Crossings open and safe.

The Contractor will keep open and in safe condition for use all crossings and approaches wherever the railroad is crossed by, or is adjacent to, public or private roads, and will alter said roads and approaches whenever required by the Company's Engineer.

Local Regulations.

The Contractor shall obtain, at his own expense, all necessary permits and shall comply in all respects with any ordinances, laws or regulations of the general or local government properly applicable to the work.



**Sub-contracts.** The work shall be performed under the personal supervision of the Contractor and neither this contract or any interest therein shall be assigned, nor said work or any part thereof sub-contracted without the written consent of the Chief Engineer to every such assignment or sub-contract.

**Complying with instructions.** The Contractor in all things will conform to the instructions of the Engineer and his duly appointed assistants.

**Lines, Levels and Marks** All lines, levels and marks necessary for constructing the work in accordance with the plans and specifications will be furnished the Contractor by the Engineer.

The Contractor shall be solely responsible for the construction of the work in accordance with said lines, levels and marks, and for any disturbance or displacement of marks from their position as finally located by the Engineer.

**Work when and where directed.** The Contractor will carry on the work in such a manner and at such times and at such points as the Engineer from time to time shall direct, and all working plans and methods of carrying on the work shall be submitted in detail to the Engineer for his approval before proceeding with the work. Such approvals of the Engineer are understood to cover the general methods of procedure only and the Contractor shall have full control of his employees engaged upon the work and be solely responsible for all personal injuries caused in any manner by carrying on any work under this contract.

**Remedy faulty work.** All imperfect or insufficient work or material shall be remedied immediately when pointed out and shall be made good and sufficient to the satisfaction of the Engineer, and omission by the Engineer to disapprove of or reject insufficient or imperfect work or material at the time of any monthly or other estimate shall not be deemed an acceptance of such work or material; and the Engineer shall have the power at all times to have defective work or material taken out and rebuilt or replaced at the expense of the Contractor.

The Contractor shall protect the Company against claims on account of patented devices or parts used by him on the work.

**No liquors.** The Contractor will not bring or permit to be brought anywhere on or near the work spirituous or other intoxicating liquors; and if any foreman, laborer or other employe of the contractor or of any sub-contractor, shall be in the opinion of the Engineer intemperate, disorderly, incompetent, wilfully negligent or dishonest in performance of his duties, he shall be on request of the Engineer forthwith discharged; the Contractor will not employ nor permit to remain about the work any person who from said work or from any other part of the Company's railroad may have been discharged for any of the causes mentioned in this paragraph.

**Disorderly workmen.**

**Extra work and bills therefor.** No extra work or material is to be allowed or paid for, excepting that done or furnished in performance of a previous order in writing of the Engineer, 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 work shall have been done or material furnished, otherwise all claim therefor shall be deemed waived.

**Arbitration** To prevent disputes and misunderstandings between the parties and to provide for the speedy settlement of such as may occur in relation to the provisions of this agreement, or the true intent and meaning hereof, or the manner of performance by either party, the Chief Engineer of the Company is made the umpire to decide all such differences; he shall also decide the amount and quantity, character and kind of work done and materials furnished by the Contractor, including all extra work and material; and his decision shall be final and conclusive on the parties.



Prices for  
work.

The prices to be paid by the Company for the work are as follows:

Option "A"

Loading of pit run material on standard  
gauge cars furnished by Railway Company,  
without classification, per Cu. Yd..... 9 1/2 Cents.

Option "B"

Furnishing and placing pit run material  
in embankment, without classification,  
per Cu. Yd.....

The Contractor will pay into the Treasury of the State of Washington, if required, the percentages on his payrolls in such amounts and at such times as is provided by Chapter 74, Laws of Washington 1911, and all amendments and supplements thereto, commonly called the "Workmen's Compensation Act", and comply with the orders of the Industrial Insurance Commission relating thereto.

If the Company shall so elect, the Contractor agrees to furnish a good and sufficient bond in the amount of \$4000.00 conditioned upon the prompt, full and complete performance of this contract by the Contractor; the Company to pay the premium upon said bond.

Transportation.

The Railway Company will furnish free transportation over the line of the Northern Pacific Railway Company, subject to the review and instructions of the Chief Engineer as to the necessity for and proper use of same, as follows:

Passenger Transportation.

**Passenger Transportation:** (To be used only when traveling on business in connection with this contract).

1. For one member and one superintendent of the Contractor's firm or corporation, passes good **west of Butte, Mont.**

2. For Sub-contractors from

and intermediate points to the Northern Pacific Railway station nearest the site of the work and return.

3. For foreman, and laborers, from **points west of Butte, Mont.**

and intermediate points to the Northern Pacific Railway station nearest the site of the work.

4. Return transportation will be furnished to such foremen and skilled labor as may remain until completion of the class of work on which employed, but no free return transportation will be granted for common laborers.

Freight Transportation.

**Freight Transportation:**

1. For all material to be used in the work (except as hereinafter provided) from **points Butte, Mont., and west thereof.**

and intermediate points to the Northern Pacific Railway station or spur track nearest the site of the work.

2. For tools, outfit and equipment used in the work from **Butte, Mont. and west thereof.**

and intermediate points to the Northern Pacific Railway station or spur track nearest the site of the work and return to the point from which same were originally shipped to the work, or to any intermediate point on the line of the Railway Company. The right to such free return transportation must be exercised within ninety (90) days after the date of completion of the work, after which time no free transportation will be furnished.

3. The Contractor shall pay full tariff rates on all coal, boarding and commissary supplies, hay and grain, lumber for camps, powder and explosives, and shall buy all materials, if possible, at points which will permit the Company to receive the haul on same, routing same via the lines of the Company and its connecting lines.

Transportation General

Exceptions may be made in the above stipulations covering passenger and freight transportation, and additional or other transportation may be furnished, as in the discretion of the Chief Engineer may be found necessary for the proper handling of the work.

Demurrage Charges

Nothing herein contained shall be construed to relieve the Contractor of payment of demurrage charges under Car Service Rules. Claims for cancellation or refund of demurrage on account of inclement weather, or for other reasons, shall be presented to the Engineer in charge of the work within fifteen (15) days after presentation of demurrage bills by the Company, and it is hereby agreed that no claim shall be presented after the expiration of the above time limit.

Price for extra work.

FOR EXTRA WORK, or work done under written orders of the Engineer for which prices are not named herein, the Contractor shall be paid his actual outlay in such work and ten per cent additional.

Estimates.

Payments.

Approximate estimates of the work done are to be made by the Engineer or his assistants at or about the end of each calendar month; and payment of the amount of each monthly estimate will be made by the Company on or about the twentieth day of the following month, less however all previous payments and less ten per cent of such estimate. Ten per cent upon all monthly estimates shall be retained until, and as security for, complete performance of this contract.

Retained percentage.



**Stopping work.**

The Company at any time before completion may stop the work or any part thereof, or may reduce the force employed or retard the work or any part thereof. On receiving such direction the Contractor shall stop work or diminish the force as directed, and shall have no claim whatsoever for damages by reason thereof, but shall receive payment for the work done in full discharge and satisfaction of all demands against the Company. Any notice given by the Company under this paragraph shall be in writing signed by the Chief Engineer, and shall be delivered to the contractor or some person on the work representing him at least five (5) days prior to the required stoppage or reduction.

**Accelerating work.**

If at any time the Contractor shall not be in the opinion of the Chief Engineer progressing with the work as fast as necessary, or with sufficient force to insure its completion within the contract time, the Chief Engineer may direct the Contractor to put on such additional force and means as in his judgment are necessary, and on the failure of the Contractor to comply with such directions, the Chief Engineer may declare this contract terminated; and in such case the amount of moneys then remaining unpaid including the percentage retained on all monthly estimates, shall be kept by the Company until the work is completed, and the Company may employ such force and means as in its judgment shall be necessary to complete the work and the cost thereof shall be paid by the Contractor.

**Retained percentage forfeited.**

**Power to cancel contract.**

If the Contractor at any time shall fail to perform any agreement herein contained the Company may cancel this contract; in which event the Contractor shall have no claim for damages, or for compensation for work done or material furnished, or for any portion of the percentage retained on monthly estimates; and the Company shall have the right to take possession of and hold the work done and material furnished and to retain all moneys which may be then unpaid.

**Contractor to pay all laborers**

The Contractor will pay promptly all laborers and others in his employ as their pay falls due, and pay promptly as they fall due all bills for material and supplies going into the work, and in the event of his failure at any time to do so the Company may retain from subsequent estimates such amounts of money as the Chief Engineer may deem requisite to pay the laborers and all others employed on the work and the said supply and material bills. Before final settlement is made the Contractor shall furnish to the Company satisfactory evidence that the work is free and clear from all liens for labor or materials and that no claim exists out of which a lien may grow.

**Contractor to pay damages to crops, etc.**

The Contractor assumes and agrees to pay for all injury or damage to crops, fences, farm improvements, or any other property caused by the prosecution of the work and all damages by fire started from the right of way, except damage to real estate made necessary by the work. When the final estimate is made, should there be any unsatisfied claim for such damage, the Company may deduct from the moneys owing the Contractor a sum equal to the amount so claimed together with the estimated cost of adjusting the claim. Such moneys shall be retained until all damages are satisfied when the remainder shall be paid over to the Contractor.

**Retention of claims from final estimate.**

**Temporary suspension.**

If the work be delayed materially from any act or neglect of any agent or employee of the Company, the time for completion shall be extended for a period equal to such delay and the Contractor shall have no further or other claim upon account of such delay. He must make claim to the Chief Engineer in writing for extension at the time of the delay, stating the occasion and nature thereof, and failing to do so his right to extension shall be waived.

**Extension of time.**

Total  
suspension.

In case of a total suspension of all work for over ninety days without any fault or procurement of the Contractor, unless such suspension shall have been caused by the winter season or protracted rigor of weather, the Chief Engineer shall make a final estimate and the amount so estimated shall be paid to the Contractor; he shall be entitled to receive only that proportion of the contract price which the amount of work done and material furnished bears to the total amount covered by the contract.

Insurance.

Damage by fire to buildings or structures during construction will be made good by the Contractor, who will keep all structures fully insured until completion and acceptance by the Company. The cost of insurance will be divided equally between the parties, the policies written in the name of both, loss payable as their interest may appear, and deposited with the Chief Engineer.

Final estimate.

Time of pay-  
ment of final  
estimate and  
retained per-  
centage.

Release.

When in the opinion of the Chief Engineer this contract shall have been performed, he shall so certify in writing and give a final estimate and statement of the balance unpaid; and the Company within thirty days thereafter will pay the full balance. The Contractor at final payment will execute, acknowledge and deliver to the Company under his hand and seal a valid discharge from all claims and demands growing out of or connected with this contract.

Contractor's  
base of infor-  
mation.

This contract is entered into by the Contractor solely on his own knowledge, and on information derived from others than the Company, its officers or agents, respecting the nature and formation of the country in which the work is to be done, and the character, quantities and location of the material required to be removed, or to be used in the roadbed.

Where borings or soundings for foundation of structures are indicated on the plans, it shall be understood that this data has been obtained for guidance in the design of the structure, and the Company will assume no responsibility contingent upon the accuracy of the borings or soundings.

Right reserved  
to change line  
of R. R. and  
the amount  
of work.

The Company reserves the right at any time to change in whole or part, as it may seem expedient, the line and grade of the railroad or the amount of work embraced in this contract, and any change of the line or grade or bridges shall not affect the prices herein stated; nor shall any bill for "extras" or other charge or claim be made by reason thereof, or of any difference occasioned by such change in the quantity, location or nature of the work to be performed. But if the Chief Engineer shall deem the change to have materially affected the cost of doing the work, he shall determine the price to be paid, either above or below, as the case may be, the prices herein provided, so as to do substantial justice between the parties.

Execution.

IN WITNESS WHEREOF, the Company has caused these presents to be signed by its duly authorized officer and the Contractor has hereunto set his hand and seal.

Witness as to the Company

**Northern Pacific Railway Company.**

By.....

Witness as to the Contractor

.....(SEAL)

.....(SEAL)



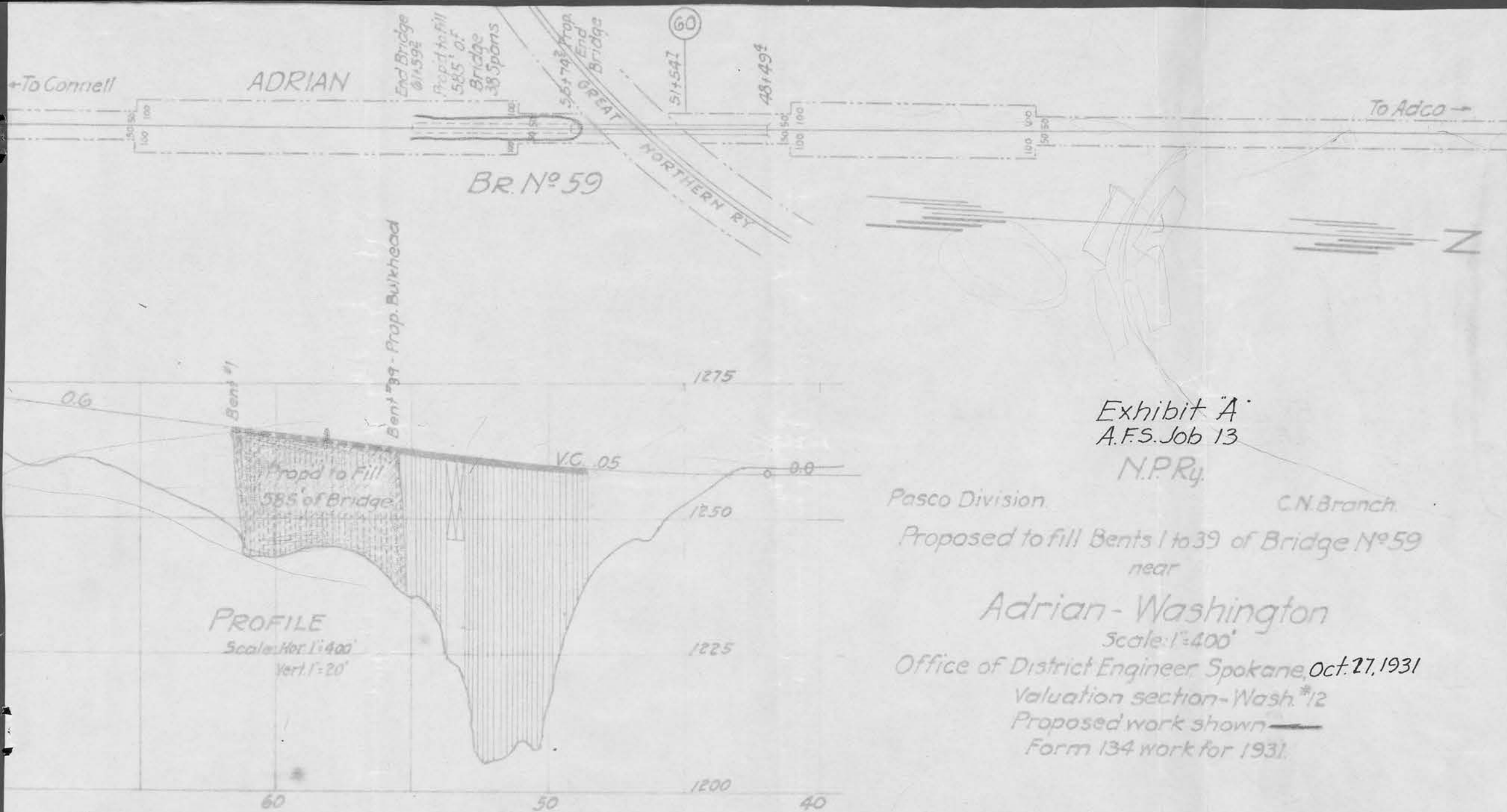


Exhibit "A"  
A.F.S. Job 13  
N.P.Ry.

Pasco Division

C.N. Branch

Proposed to fill Bents 1 to 39 of Bridge N° 59  
near

Adrian - Washington  
Scale: 1"=400'

Office of District Engineer Spokane, Oct. 27, 1931

Valuation section - Wash. #12

Proposed work shown

Form 134 work for 1931

Bird NESS  
Samp L -

NORTHERN PACIFIC RAILWAY COMPANY

Mr. L. T. Lawler,  
Lewisohn Bldg.,  
Butte, Mont.

You are hereby requested to submit a proposal for the filling of east approach of Bridge #59, Connell Northern Branch, near Adrian, Wash.

Work to be started immediately after award of contract and be completed on or before December 1, 1931.

The Company reserves the right to reject any and all bids, and, at its option, to require a bond for the full estimated amount of the contract. If bond is required, the premium will be paid by the Company.

All proposals to be sealed, marked Loading material for filling Brg. 59

District Spokane, Wash.  
and addressed to the Chief Engineer of the Northern Pacific Railway Company, Saint Paul, Minnesota.

Bids will be received until Noon November 4, 1931.

NORTHERN PACIFIC RAILWAY COMPANY

By

*H. M. Tremaine*  
District Engineer.

PROPOSAL

The undersigned hereby proposes to undertake the above described work, and, if this proposal is accepted, agrees to enter into a contract with the Northern Pacific Railway Company, in the form hereto attached and made a part hereof, and at the unit prices inserted in said form of contract by the undersigned, and returned herewith.

Official Name of Partnership or Corporation L. T. LAWLER

By

*R. H. Lindgren*

Official Position Superintendent.

Address Butte, Montana.

Date Nov 2, 1931



Date. Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 192\_\_\_\_  
between the NORTHERN PACIFIC RAILWAY COMPANY hereinafter called the "Com-  
pany" and

Parties.

hereinafter called the "Contractor."

The Contractor agrees to furnish all labor, services and material for, except as may be hereinafter otherwise provided and to construct, complete and finish in the most thorough workmanlike and substantial manner in every respect to the satisfaction of the Chief Engineer of the Company, within the time hereinafter specified, and according to the specifications hereto annexed and made part of this contract

Work. Filling east approach Bridge #59. Adrian, Wash.

Date of completion.

The work is to be commenced immediately and completed on or before the  
**December 1, 1931.**

Definition of terms.

Where the word "Engineer" occurs in this contract or specifications attached hereto it refers to the Engineer of the Company in charge for the time being of the work of construction; and "Chief Engineer" means the Chief Engineer of the Company from time to time.

Keep Crossings open and safe.

The Contractor will keep open and in safe condition for use all crossings and approaches wherever the railroad is crossed by, or is adjacent to, public or private roads, and will alter said roads and approaches whenever required by the Company's Engineer.

Local Regulations.

The Contractor shall obtain, at his own expense, all necessary permits and shall comply in all respects with any ordinances, laws or regulations of the general or local government properly applicable to the work.



- Sub-contracts.** The work shall be performed under the personal supervision of the Contractor and neither this contract or any interest therein shall be assigned, nor said work or any part thereof sub-contracted without the written consent of the Chief Engineer to every such assignment or sub-contract.
- Complying with instructions.** The Contractor in all things will conform to the instructions of the Engineer and his duly appointed assistants.
- Lines, Levels and Marks** All lines, levels and marks necessary for constructing the work in accordance with the plans and specifications will be furnished the Contractor by the Engineer.
- The Contractor shall be solely responsible for the construction of the work in accordance with said lines, levels and marks, and for any disturbance or displacement of marks from their position as finally located by the Engineer.
- Work when and where directed.** The Contractor will carry on the work in such a manner and at such times and at such points as the Engineer from time to time shall direct, and all working plans and methods of carrying on the work shall be submitted in detail to the Engineer for his approval before proceeding with the work. Such approvals of the Engineer are understood to cover the general methods of procedure only and the Contractor shall have full control of his employees engaged upon the work and be solely responsible for all personal injuries caused in any manner by carrying on any work under this contract.
- Remedy faulty work.** All imperfect or insufficient work or material shall be remedied immediately when pointed out and shall be made good and sufficient to the satisfaction of the Engineer, and omission by the Engineer to disapprove of or reject insufficient or imperfect work or material at the time of any monthly or other estimate shall not be deemed an acceptance of such work or material; and the Engineer shall have the power at all times to have defective work or material taken out and rebuilt or replaced at the expense of the Contractor.
- The Contractor shall protect the Company against claims on account of patented devices or parts used by him on the work.
- No liquors.** The Contractor will not bring or permit to be brought anywhere on or near the work spirituous or other intoxicating liquors; and if any foreman, laborer or other employe of the contractor or of any sub-contractor, shall be in the opinion of the Engineer intemperate, disorderly, incompetent, wilfully negligent or dishonest in performance of his duties, he shall be on request of the Engineer forthwith discharged; the Contractor will not employ nor permit to remain about the work any person who from said work or from any other part of the Company's railroad may have been discharged for any of the causes mentioned in this paragraph.
- Disorderly workmen.**
- Extra work and bills therefor.** No extra work or material is to be allowed or paid for, excepting that done or furnished in performance of a previous order in writing of the Engineer, 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 work shall have been done or material furnished, otherwise all claim therefor shall be deemed waived.
- Arbitration** To prevent disputes and misunderstandings between the parties and to provide for the speedy settlement of such as may occur in relation to the provisions of this agreement, or the true intent and meaning hereof, or the manner of performance by either party, the Chief Engineer of the Company is made the umpire to decide all such differences; he shall also decide the amount and quantity, character and kind of work done and materials furnished by the Contractor, including all extra work and material; and his decision shall be final and conclusive on the parties.

Prices for  
work.

The prices to be paid by the Company for the work are as follows:

Option "A"

Loading of pit run material on standard  
gauge cars furnished by Railway Company,  
without classification, per Cu. Yd.....\$

Option "B"

Furnishing and placing pit run material  
in embankment, without classification,  
per Cu. Yd.....\$

The Contractor will pay into the Treasury of the State of Washington, if required, the percentages on his payrolls in such amounts and at such times as is provided by Chapter 74, Laws of Washington 1911, and all amendments and supplements thereto, commonly called the "Workmen's Compensation Act", and comply with the orders of the Industrial Insurance Commission relating thereto.

If the Company shall so elect, the Contractor agrees to furnish a good and sufficient bond in the amount of \$4000.00 conditioned upon the prompt, full and complete performance of this contract by the Contractor; the Company to pay the premium upon said bond.



Transportation.

The Railway Company will furnish free transportation over the line of the Northern Pacific Railway Company, subject to the review and instructions of the Chief Engineer as to the necessity for and proper use of same, as follows:

Passenger Transportation.

**Passenger Transportation:** (To be used only when traveling on business in connection with this contract).

1. For one member and one superintendent of the Contractor's firm or corporation, passes good **west of Butte, Mont.**

2. For Sub-contractors from

and intermediate points to the Northern Pacific Railway station nearest the site of the work and return.

3. For foreman, and laborers, from **points west of Butte, Mont.**

and intermediate points to the Northern Pacific Railway station nearest the site of the work.

4. Return transportation will be furnished to such foremen and skilled labor as may remain until completion of the class of work on which employed, but no free return transportation will be granted for common laborers.

Freight Transportation.

**Freight Transportation:**

1. For all material to be used in the work (except as hereinafter provided) from **points Butte, Mont., and west thereof.**

and intermediate points to the Northern Pacific Railway station or spur track nearest the site of the work.

2. For tools, outfit and equipment used in the work from **Butte, Mont. and west thereof.**

and intermediate points to the Northern Pacific Railway station or spur track nearest the site of the work and return to the point from which same were originally shipped to the work, or to any intermediate point on the line of the Railway Company. The right to such free return transportation must be exercised within ninety (90) days after the date of completion of the work, after which time no free transportation will be furnished.

3. The Contractor shall pay full tariff rates on all coal, boarding and commissary supplies, hay and grain, lumber for camps, powder and explosives, and shall buy all materials, if possible, at points which will permit the Company to receive the haul on same, routing same via the lines of the Company and its connecting lines.

Transportation General

Exceptions may be made in the above stipulations covering passenger and freight transportation, and additional or other transportation may be furnished, as in the discretion of the Chief Engineer may be found necessary for the proper handling of the work.

Demurrage Charges

Nothing herein contained shall be construed to relieve the Contractor of payment of demurrage charges under Car Service Rules. Claims for cancellation or refund of demurrage on account of inclement weather, or for other reasons, shall be presented to the Engineer in charge of the work within fifteen (15) days after presentation of demurrage bills by the Company, and it is hereby agreed that no claim shall be presented after the expiration of the above time limit.

Price for extra work.

FOR EXTRA WORK, or work done under written orders of the Engineer for which prices are not named herein, the Contractor shall be paid his actual outlay in such work and ten per cent additional.

Estimates.

Payments.

Approximate estimates of the work done are to be made by the Engineer or his assistants at or about the end of each calendar month; and payment of the amount of each monthly estimate will be made by the Company on or about the twentieth day of the following month, less however all previous payments and less ten per cent of such estimate. Ten per cent upon all monthly estimates shall be retained until, and as security for, complete performance of this contract.

Retained percentage.

**Stopping work.**

The Company at any time before completion may stop the work or any part thereof, or may reduce the force employed or retard the work or any part thereof. On receiving such direction the Contractor shall stop work or diminish the force as directed, and shall have no claim whatsoever for damages by reason thereof, but shall receive payment for the work done in full discharge and satisfaction of all demands against the Company. Any notice given by the Company under this paragraph shall be in writing signed by the Chief Engineer, and shall be delivered to the contractor or some person on the work representing him at least five (5) days prior to the required stoppage or reduction.

**Accelerating work.**

If at any time the Contractor shall not be in the opinion of the Chief Engineer progressing with the work as fast as necessary, or with sufficient force to insure its completion within the contract time, the Chief Engineer may direct the Contractor to put on such additional force and means as in his judgment are necessary, and on the failure of the Contractor to comply with such directions, the Chief Engineer may declare this contract terminated; and in such case the amount of moneys then remaining unpaid including the percentage retained on all monthly estimates, shall be kept by the Company until the work is completed, and the Company may employ such force and means as in its judgment shall be necessary to complete the work and the cost thereof shall be paid by the Contractor.

**Retained percentage forfeited.**

**Power to cancel contract.**

If the Contractor at any time shall fail to perform any agreement herein contained the Company may cancel this contract; in which event the Contractor shall have no claim for damages, or for compensation for work done or material furnished, or for any portion of the percentage retained on monthly estimates; and the Company shall have the right to take possession of and hold the work done and material furnished and to retain all moneys which may be then unpaid.

**Contractor to pay all laborers**

The Contractor will pay promptly all laborers and others in his employ as their pay falls due, and pay promptly as they fall due all bills for material and supplies going into the work, and in the event of his failure at any time to do so the Company may retain from subsequent estimates such amounts of money as the Chief Engineer may deem requisite to pay the laborers and all others employed on the work and the said supply and material bills. Before final settlement is made the Contractor shall furnish to the Company satisfactory evidence that the work is free and clear from all liens for labor or materials and that no claim exists out of which a lien may grow.

**Contractor to pay damages to crops, etc.**

The Contractor assumes and agrees to pay for all injury or damage to crops, fences, farm improvements, or any other property caused by the prosecution of the work and all damages by fire started from the right of way, except damage to real estate made necessary by the work. When the final estimate is made, should there be any unsatisfied claim for such damage, the Company may deduct from the moneys owing the Contractor a sum equal to the amount so claimed together with the estimated cost of adjusting the claim. Such moneys shall be retained until all damages are satisfied when the remainder shall be paid over to the Contractor.

**Retention of claims from final estimate.**

**Temporary suspension.**

If the work be delayed materially from any act or neglect of any agent or employe of the Company, the time for completion shall be extended for a period equal to such delay and the Contractor shall have no further or other claim upon account of such delay. He must make claim to the Chief Engineer in writing for extension at the time of the delay, stating the occasion and nature thereof, and failing to do so his right to extension shall be waived.

**Extension of time.**



Total  
suspension.

In case of a total suspension of all work for over ninety days without any fault or procurement of the Contractor, unless such suspension shall have been caused by the winter season or protracted rigor of weather, the Chief Engineer shall make a final estimate and the amount so estimated shall be paid to the Contractor; he shall be entitled to receive only that proportion of the contract price which the amount of work done and material furnished bears to the total amount covered by the contract.

Insurance.

Damage by fire to buildings or structures during construction will be made good by the Contractor, who will keep all structures fully insured until completion and acceptance by the Company. The cost of insurance will be divided equally between the parties, the policies written in the name of both, loss payable as their interest may appear, and deposited with the Chief Engineer.

Final estimate.

Time of pay-  
ment of final  
estimate and  
retained per-  
centage.

Release.

When in the opinion of the Chief Engineer this contract shall have been performed, he shall so certify in writing and give a final estimate and statement of the balance unpaid; and the Company within thirty days thereafter will pay the full balance. The Contractor at final payment will execute, acknowledge and deliver to the Company under his hand and seal a valid discharge from all claims and demands growing out of or connected with this contract.

Contractor's  
base of infor-  
mation.

This contract is entered into by the Contractor solely on his own knowledge, and on information derived from others than the Company, its officers or agents, respecting the nature and formation of the country in which the work is to be done, and the character, quantities and location of the material required to be removed, or to be used in the roadbed.

Where borings or soundings for foundation of structures are indicated on the plans, it shall be understood that this data has been obtained for guidance in the design of the structure, and the Company will assume no responsibility contingent upon the accuracy of the borings or soundings.

Right reserved  
to change line  
of R. R. and  
the amount  
of work.

The Company reserves the right at any time to change in whole or part, as it may seem expedient, the line and grade of the railroad or the amount of work embraced in this contract, and any change of the line or grade or bridges shall not affect the prices herein stated; nor shall any bill for "extras" or other charge or claim be made by reason thereof, or of any difference occasioned by such change in the quantity, location or nature of the work to be performed. But if the Chief Engineer shall deem the change to have materially affected the cost of doing the work, he shall determine the price to be paid, either above or below, as the case may be, the prices herein provided, so as to do substantial justice between the parties.

Execution.

IN WITNESS WHEREOF, the Company has caused these presents to be signed by its duly authorized officer and the Contractor has hereunto set his hand and seal.

Witness as to the Company

Northern Pacific Railway Company.

By.....

Witness as to the Contractor

(SEAL)

(SEAL)

NORTHERN PACIFIC RAILWAY COMPANY.

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

For the loading of pit run materials for the filling of the east approach of its Bridge No. 59 near Adrian, Washington. The bridge in question is shown in ravine section on blue print attached, marked Office of District Engineer, Spokane, Wash., Exhibit "A", dated October 27, 1931. AFS Job #13.

Option "A"

The work will consist of furnishing all labor, material and equipment, except as herein provided, for the loading of pit run material on standard gauge cars to be furnished by the Railway Company.

The Contractor will furnish the borrow pit, the cost thereof to be included in the unit price bid, and will specify its approximate location in his bid.

The Railway Company will furnish a minimum of 14 air dump cars of an approximate capacity of 30 cubic yards each, and as many center dump cars as are necessary to properly carry out the work of filling.

The Railway Company will do all the work of hauling and unloading, at its own expense.

The Railway Company will do all the necessary track work at its own expense, except that no temporary tracks will be furnished. The Railway Company will permit the loading operation to take place on its main track and give the Contractor exclusive possession thereof for his loading operation for the days Monday to Friday inclusive, of each week; on Saturday and Sunday of each week, the Railway Company will run one regular freight train.

The Railway Company will furnish one work train and one work train crew which are to be in the Contractor's exclusive service of hauling and unloading as nearly as possible for a period of 8 hours in each 24-hour day.

The Contractor agrees to load a minimum of 1200 cubic yards per day of 24 hours.

The Railway Company will do the work of moving its telegraph line, if necessary, to clear the loading operation of the Contractor, at its own expense.

The Railway Company will furnish, on due notice, bunk, kitchen or tool cars without equipment, if wished by the Contractor. These are the regular cars of the Railway Company assigned to such work.

All material loaded shall be paid for per cubic yard, measured in place in the borrow pit.

Option "B"

The work will consist of furnishing all labor, material and equipment, except as herein provided, for the filling of the east approach of the Bridge No. 59.

The Contractor will furnish the borrow pit and the cost thereof will be included in the unit price bid.

The Railway Company will do, at its own expense all work required on the trestle to be filled, except the building of runways for trucks or temporary construction tracks.

The Railway Company will remove every second tie from the track in the bridge in question and cut off the remainder to be 8 feet long.

The Railway Company will do all necessary work on rearrangement of its telegraph lines at its own expense.

All material used in the filling will be measured in place in excavation, provided however that if the borrow pit selected proves unaccessible or incapable of exact re-measurement, then the material shall be measured in place in embankment.



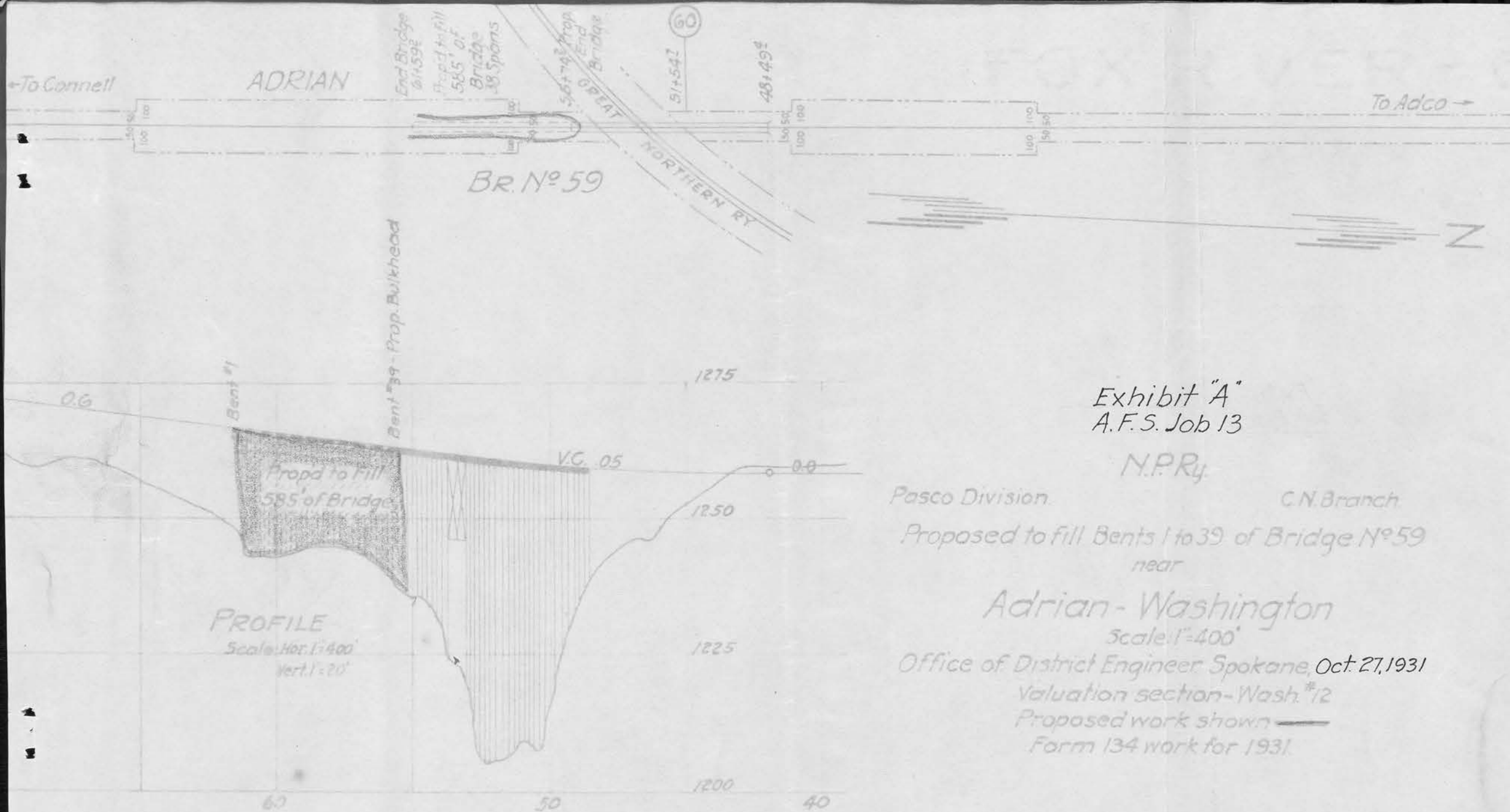


Exhibit "A"  
A.F.S. Job 13

N.P.Ry.

Pasco Division

C.N. Branch

Proposed to fill Bents 1 to 39 of Bridge N° 59  
near

Adrian - Washington  
Scale 1" = 400'

Office of District Engineer Spokane, Oct. 27, 1931

Valuation section - Wash. #12

Proposed work shown —

Form 134 work for 1931.

ADDISON MILLER  
INCORPORATED

Spokane Wash  
Nov. 3. 1931

Mr H M Tremaine,  
Dist Engineer U. P. Ry  
Spokane-

Dear Sir:- The enclosed bid on  
loading material for Br. 59 near  
Adrian is based on obtaining the  
material from the Railway Company's  
right of way approximately 400 feet  
north of the bridge for both options.  
For option "B" it is proposed to  
run trucks over the bridge under  
load and return by the highway light.  
We will require free transportation  
Superior Wis to Adrian and return  
for one shovel runner, otherwise  
transportation provisions satisfactory.  
We will use two one yard drag lines  
for loading under option "H" and propose  
to load 1500 yards a day.  
Addison Miller Inc  
By H James

NORTHERN PACIFIC RAILWAY COMPANY

Addison Miller, Inc.  
1201 Builders Exchange.  
St. Paul, Minn.

You are hereby requested to submit a proposal for the filling of east approach of Bridge #59, Connell Northern Branch, near Adrian, Wash.

Work to be started immediately after award of contract and be completed on or before December 1, 1931.

The Company reserves the right to reject any and all bids, and, at its option, to require a bond for the full estimated amount of the contract. If bond is required, the premium will be paid by the Company.

All proposals to be sealed, marked Loading material for filling Brg. 59

District Spokane, Wash.  
and addressed to the Chief Engineer of the Northern Pacific Railway Company, Saint Paul, Minnesota.

Bids will be received until Noon November 4, 1931.

NORTHERN PACIFIC RAILWAY COMPANY

By

*J M Tremaine*  
District Engineer.

PROPOSAL

The undersigned hereby proposes to undertake the above described work, and, if this proposal is accepted, agrees to enter into a contract with the Northern Pacific Railway Company, in the form hereto attached and made a part hereof, and at the unit prices inserted in said form of contract by the undersigned, and returned herewith.

Official Name of Partnership or Corporation

*Addison Miller Inc.*

By

*H C James*  
*Engineer*

Official Position

Address

*1201 Builders Exchange, St Paul*

Date

*Nov 3 - 1931*



Date. Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 192\_\_\_\_  
between the NORTHERN PACIFIC RAILWAY COMPANY hereinafter called the "Com-  
pany" and \_\_\_\_\_

Parties.

hereinafter called the "Contractor."

The Contractor agrees to furnish all labor, services and material for, except as may be hereinafter otherwise provided and to construct, complete and finish in the most thorough workmanlike and substantial manner in every respect to the satisfaction of the Chief Engineer of the Company, within the time hereinafter specified, and according to the specifications hereto annexed and made part of this contract

Work. Filling east approach Bridge #59, Adrian, Wash.

Date of  
completion.

The work is to be commenced immediately and completed on or before the -  
December 1, 1931.

Definition of  
terms.

Where the word "Engineer" occurs in this contract or specifications attached hereto it refers to the Engineer of the Company in charge for the time being of the work of construction; and "Chief Engineer" means the Chief Engineer of the Company from time to time.

Keep Crossings  
open and safe.

The Contractor will keep open and in safe condition for use all crossings and approaches wherever the railroad is crossed by, or is adjacent to, public or private roads, and will alter said roads and approaches whenever required by the Company's Engineer.

Local  
Regulations.

The Contractor shall obtain, at his own expense, all necessary permits and shall comply in all respects with any ordinances, laws or regulations of the general or local government properly applicable to the work.

- Sub-contracts.** The work shall be performed under the personal supervision of the Contractor and neither this contract or any interest therein shall be assigned, nor said work or any part thereof sub-contracted without the written consent of the Chief Engineer to every such assignment or sub-contract.
- Complying with instructions.** The Contractor in all things will conform to the instructions of the Engineer and his duly appointed assistants.
- Lines, Levels and Marks** All lines, levels and marks necessary for constructing the work in accordance with the plans and specifications will be furnished the Contractor by the Engineer.
- The Contractor shall be solely responsible for the construction of the work in accordance with said lines, levels and marks, and for any disturbance or displacement of marks from their position as finally located by the Engineer.
- Work when and where directed.** The Contractor will carry on the work in such a manner and at such times and at such points as the Engineer from time to time shall direct, and all working plans and methods of carrying on the work shall be submitted in detail to the Engineer for his approval before proceeding with the work. Such approvals of the Engineer are understood to cover the general methods of procedure only and the Contractor shall have full control of his employees engaged upon the work and be solely responsible for all personal injuries caused in any manner by carrying on any work under this contract.
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- No liquors.** The Contractor will not bring or permit to be brought anywhere on or near the work spirituous or other intoxicating liquors; and if any foreman, laborer or other employe of the contractor or of any sub-contractor, shall be in the opinion of the Engineer intemperate, disorderly, incompetent, wilfully negligent or dishonest in performance of his duties, he shall be on request of the Engineer forthwith discharged; the Contractor will not employ nor permit to remain about the work any person who from said work or from any other part of the Company's railroad may have been discharged for any of the causes mentioned in this paragraph.
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- Arbitration** To prevent disputes and misunderstandings between the parties and to provide for the speedy settlement of such as may occur in relation to the provisions of this agreement, or the true intent and meaning hereof, or the manner of performance by either party, the Chief Engineer of the Company is made the umpire to decide all such differences; he shall also decide the amount and quantity, character and kind of work done and materials furnished by the Contractor, including all extra work and material; and his decision shall be final and conclusive on the parties.



Prices for  
work.

The prices to be paid by the Company for the work are as follows:

Option "A"

Loading of pit run material on standard  
gauge cars furnished by Railway Company,  
without classification, per Cu. Yd.....\$ 0.11

Option "B"

Furnishing and placing pit run material  
in embankment, without classification,  
per Cu. Yd.....\$ 0.26

The Contractor will pay into the Treasury of the State of Washington, if required, the percentages on his payrolls in such amounts and at such times as is provided by Chapter 74, Laws of Washington 1911, and all amendments and supplements thereto, commonly called the "Workmen's Compensation Act", and comply with the orders of the Industrial Insurance Commission relating thereto.

If the Company shall so elect, the Contractor agrees to furnish a good and sufficient bond in the amount of \$4000.00 conditioned upon the prompt, full and complete performance of this contract by the Contractor; the Company to pay the premium upon said bond.



Transportation.

The Railway Company will furnish free transportation over the line of the Northern Pacific Railway Company, subject to the review and instructions of the Chief Engineer as to the necessity for and proper use of same, as follows:

Passenger Transportation.

**Passenger Transportation:** (To be used only when traveling on business in connection with this contract).

1. For one member and one superintendent of the Contractor's firm or corporation, passes good west of Butte, Mont.

2. For Sub-contractors from

and intermediate points to the Northern Pacific Railway station nearest the site of the work and return.

3. For foreman, and laborers, from points west of Butte, Mont.

and intermediate points to the Northern Pacific Railway station nearest the site of the work.

4. Return transportation will be furnished to such foremen and skilled labor as may remain until completion of the class of work on which employed, but no free return transportation will be granted for common laborers.

Freight Transportation.

**Freight Transportation:**

1. For all material to be used in the work (except as hereinafter provided) from points Butte, Mont., and west thereof.

and intermediate points to the Northern Pacific Railway station or spur track nearest the site of the work.

2. For tools, outfit and equipment used in the work from Butte, Mont. and west thereof.

and intermediate points to the Northern Pacific Railway station or spur track nearest the site of the work and return to the point from which same were originally shipped to the work, or to any intermediate point on the line of the Railway Company. The right to such free return transportation must be exercised within ninety (90) days after the date of completion of the work, after which time no free transportation will be furnished.

3. The Contractor shall pay full tariff rates on all coal, boarding and commissary supplies, hay and grain, lumber for camps, powder and explosives, and shall buy all materials, if possible, at points which will permit the Company to receive the haul on same, routing same via the lines of the Company and its connecting lines.

Transportation General

Exceptions may be made in the above stipulations covering passenger and freight transportation, and additional or other transportation may be furnished, as in the discretion of the Chief Engineer may be found necessary for the proper handling of the work.

Demurrage Charges

Nothing herein contained shall be construed to relieve the Contractor of payment of demurrage charges under Car Service Rules. Claims for cancellation or refund of demurrage on account of inclement weather, or for other reasons, shall be presented to the Engineer in charge of the work within fifteen (15) days after presentation of demurrage bills by the Company, and it is hereby agreed that no claim shall be presented after the expiration of the above time limit.

Price for extra work.

FOR EXTRA WORK, or work done under written orders of the Engineer for which prices are not named herein, the Contractor shall be paid his actual outlay in such work and ten per cent additional.

Estimates.

Approximate estimates of the work done are to be made by the Engineer or his assistants at or about the end of each calendar month; and payment of the amount of each monthly estimate will be made by the Company on or about the twentieth day of the following month, less however all previous payments and less ten per cent of such estimate. Ten per cent upon all monthly estimates shall be retained until, and as security for, complete performance of this contract.

Payments.

Retained percentage.

**Stopping work.** The Company at any time before completion may stop the work or any part thereof, or may reduce the force employed or retard the work or any part thereof. On receiving such direction the Contractor shall stop work or diminish the force as directed, and shall have no claim whatsoever for damages by reason thereof, but shall receive payment for the work done in full discharge and satisfaction of all demands against the Company. Any notice given by the Company under this paragraph shall be in writing signed by the Chief Engineer, and shall be delivered to the contractor or some person on the work representing him at least five (5) days prior to the required stoppage or reduction.

**Accelerating work.** If at any time the Contractor shall not be in the opinion of the Chief Engineer progressing with the work as fast as necessary, or with sufficient force to insure its completion within the contract time, the Chief Engineer may direct the Contractor to put on such additional force and means as in his judgment are necessary, and on the failure of the Contractor to comply with such directions, the Chief Engineer may declare this contract terminated; and in such case the amount of moneys then remaining unpaid including the percentage retained on all monthly estimates, shall be kept by the Company until the work is completed, and the Company may employ such force and means as in its judgment shall be necessary to complete the work and the cost thereof shall be paid by the Contractor.

**Retained percentage forfeited.**

**Power to cancel contract.** If the Contractor at any time shall fail to perform any agreement herein contained the Company may cancel this contract; in which event the Contractor shall have no claim for damages, or for compensation for work done or material furnished, or for any portion of the percentage retained on monthly estimates; and the Company shall have the right to take possession of and hold the work done and material furnished and to retain all moneys which may be then unpaid.

**Contractor to pay all laborers** The Contractor will pay promptly all laborers and others in his employ as their pay falls due, and pay promptly as they fall due all bills for material and supplies going into the work, and in the event of his failure at any time to do so the Company may retain from subsequent estimates such amounts of money as the Chief Engineer may deem requisite to pay the laborers and all others employed on the work and the said supply and material bills. Before final settlement is made the Contractor shall furnish to the Company satisfactory evidence that the work is free and clear from all liens for labor or materials and that no claim exists out of which a lien may grow.

**Contractor to pay damages to crops, etc.** The Contractor assumes and agrees to pay for all injury or damage to crops, fences, farm improvements, or any other property caused by the prosecution of the work and all damages by fire started from the right of way, except damage to real estate made necessary by the work. When the final estimate is made, should there be any unsatisfied claim for such damage, the Company may deduct from the moneys owing the Contractor a sum equal to the amount so claimed together with the estimated cost of adjusting the claim. Such moneys shall be retained until all damages are satisfied when the remainder shall be paid over to the Contractor.

**Retention of claims from final estimate.**

**Temporary suspension.** If the work be delayed materially from any act or neglect of any agent or employee of the Company, the time for completion shall be extended for a period equal to such delay and the Contractor shall have no further or other claim upon account of such delay. He must make claim to the Chief Engineer in writing for extension at the time of the delay, stating the occasion and nature thereof, and failing to do so his right to extension shall be waived.

**Extension of time.**



Total  
suspension.

In case of a total suspension of all work for over ninety days without any fault or procurement of the Contractor, unless such suspension shall have been caused by the winter season or protracted rigor of weather, the Chief Engineer shall make a final estimate and the amount so estimated shall be paid to the Contractor; he shall be entitled to receive only that proportion of the contract price which the amount of work done and material furnished bears to the total amount covered by the contract.

Insurance.

Damage by fire to buildings or structures during construction will be made good by the Contractor, who will keep all structures fully insured until completion and acceptance by the Company. The cost of insurance will be divided equally between the parties, the policies written in the name of both, loss payable as their interest may appear, and deposited with the Chief Engineer.

Final estimate.

Time of pay-  
ment of final  
estimate and  
retained per-  
centage.

Release.

When in the opinion of the Chief Engineer this contract shall have been performed, he shall so certify in writing and give a final estimate and statement of the balance unpaid; and the Company within thirty days thereafter will pay the full balance. The Contractor at final payment will execute, acknowledge and deliver to the Company under his hand and seal a valid discharge from all claims and demands growing out of or connected with this contract.

Contractor's  
base of infor-  
mation.

This contract is entered into by the Contractor solely on his own knowledge, and on information derived from others than the Company, its officers or agents, respecting the nature and formation of the country in which the work is to be done, and the character, quantities and location of the material required to be removed, or to be used in the roadbed.

Where borings or soundings for foundation of structures are indicated on the plans, it shall be understood that this data has been obtained for guidance in the design of the structure, and the Company will assume no responsibility contingent upon the accuracy of the borings or soundings.

Right reserved  
to change line  
of R. R. and  
the amount  
of work.

The Company reserves the right at any time to change in whole or part, as it may seem expedient, the line and grade of the railroad or the amount of work embraced in this contract, and any change of the line or grade or bridges shall not affect the prices herein stated; nor shall any bill for "extras" or other charge or claim be made by reason thereof, or of any difference occasioned by such change in the quantity, location or nature of the work to be performed. But if the Chief Engineer shall deem the change to have materially affected the cost of doing the work, he shall determine the price to be paid, either above or below, as the case may be, the prices herein provided, so as to do substantial justice between the parties.

Execution.

IN WITNESS WHEREOF, the Company has caused these presents to be signed by its duly authorized officer and the Contractor has hereunto set his hand and seal.

Witness as to the Company

**Northern Pacific Railway Company.**

By.....

Witness as to the Contractor

.....(SEAL)

.....(SEAL)



NORTHERN PACIFIC RAILWAY COMPANY.

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

For the loading of pit run materials for the filling of the east approach of its Bridge No. 59 near Adrian, Washington. The bridge in question is shown in ravine section on blue print attached, marked Office of District Engineer, Spokane, Wash., Exhibit "A", dated October 27, 1931. AFS Job #13.

Option "A"

The work will consist of furnishing all labor, material and equipment, except as herein provided, for the loading of pit run material on standard gauge cars to be furnished by the Railway Company.

The Contractor will furnish the borrow pit, the cost thereof to be included in the unit price bid, and will specify its approximate location in his bid.

The Railway Company will furnish a minimum of 14 air dump cars of an approximate capacity of 30 cubic yards each, and as many center dump cars as are necessary to properly carry out the work of filling.

The Railway Company will do all the work of hauling and unloading, at its own expense.

The Railway Company will do all the necessary track work at its own expense, except that no temporary tracks will be furnished. The Railway Company will permit the loading operation to take place on its main track and give the Contractor exclusive possession thereof for his loading operation for the days Monday to Friday inclusive, of each week; on Saturday and Sunday of each week, the Railway Company will run one regular freight train.

The Railway Company will furnish one work train and one work train crew which are to be in the Contractor's exclusive service of hauling and unloading as nearly as possible for a period of 8 hours in each 24-hour day.

The Contractor agrees to load a minimum of 1200 cubic yards per day of 24 hours.

The Railway Company will do the work of moving its telegraph line, if necessary, to clear the loading operation of the Contractor, at its own expense.

The Railway Company will furnish, on due notice, bunk, kitchen or tool cars without equipment, if wished by the Contractor. These are the regular cars of the Railway Company assigned to such work.

All material loaded shall be paid for per cubic yard, measured in place in the borrow pit.

Option "B"

The work will consist of furnishing all labor, material and equipment, except as herein provided, for the filling of the east approach of the Bridge No. 59.

The Contractor will furnish the borrow pit and the cost thereof will be included in the unit price bid.

The Railway Company will do, at its own expense all work required on the trestle to be filled, except the building of runways for trucks or temporary construction tracks.

The Railway Company will remove every second tie from the track in the bridge in question and cut off the remainder to be 8 feet long.

The Railway Company will do all necessary work on rearrangement of its telegraph lines at its own expense.

All material used in the filling will be measured in place in excavation, provided however that if the borrow pit selected proves unaccessible or incapable of exact re-measurement, then the material shall be measured in place in embankment.

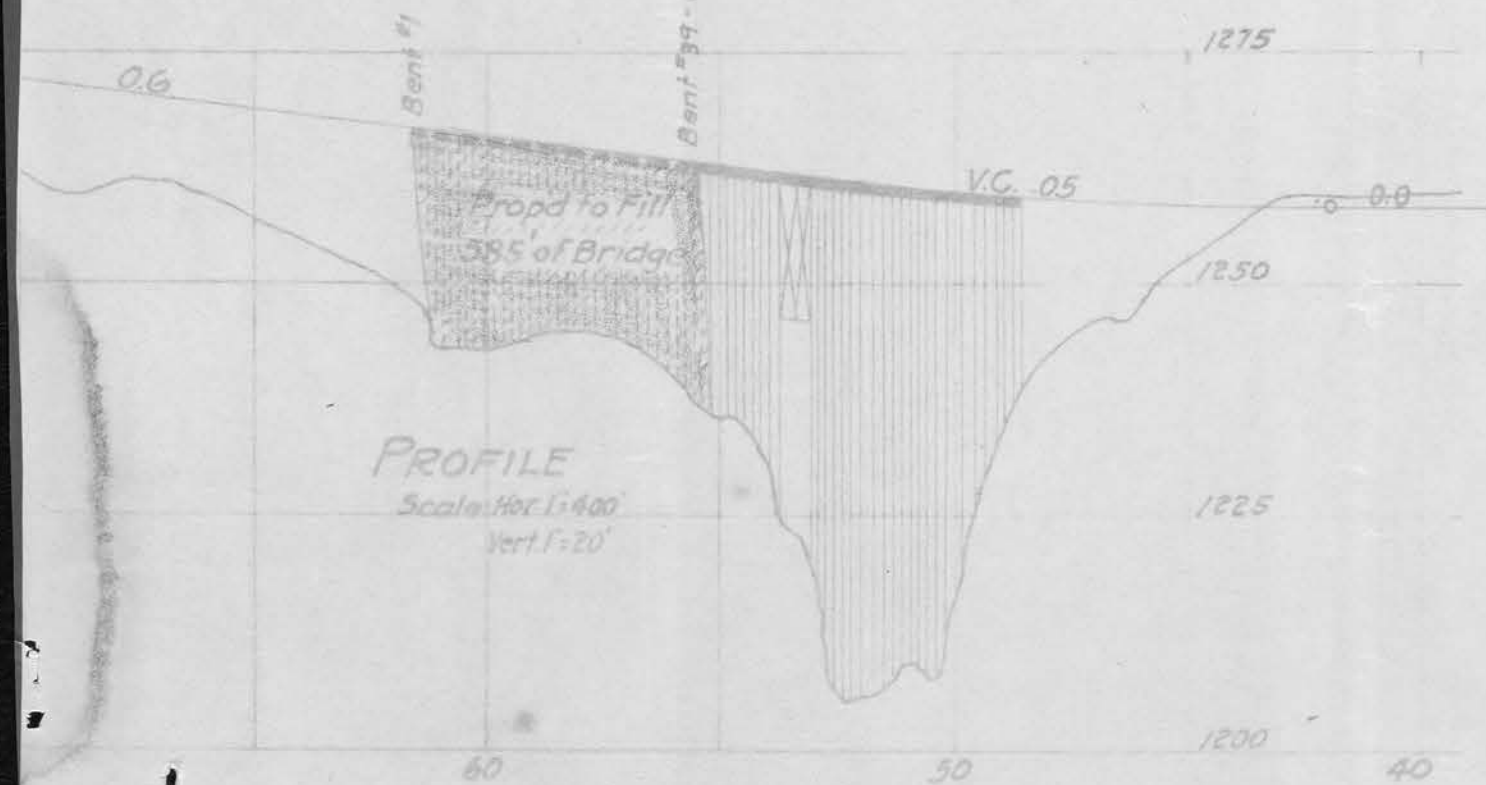
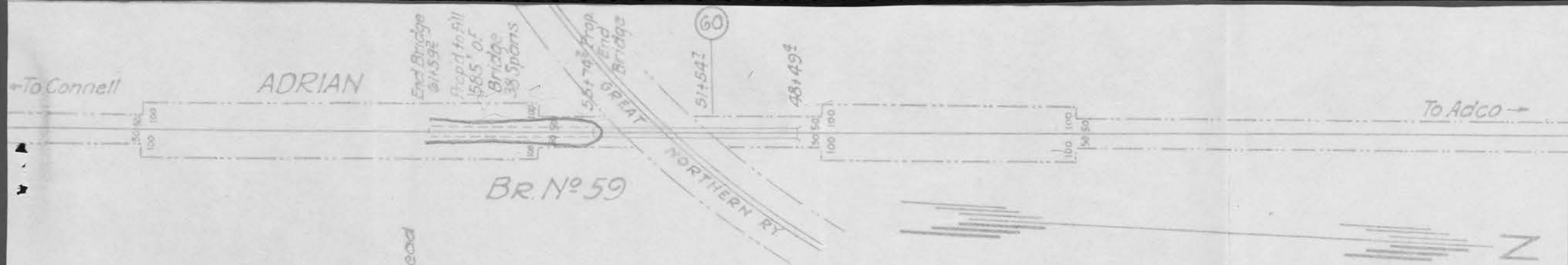


Exhibit "A"  
A.F.S. Job 13  
N.P.Ry.

Pasco Division.

C.N. Branch.

Proposed to fill Bents 1 to 39 of Bridge No. 59  
near

Adrian - Washington  
Scale: 1"=400'

Office of District Engineer, Spokane, Oct. 27, 1931

Valuation section - Wash. #12

Proposed work shown —

Form 134 work for 1931





N. P. 1386  
12-24

# TELEGRAM—BE BRIEF

TIME FILED

M.

36 NP CH St Paul Nov 4 1931

H M Tremaine

Spokane

Have received bid from Dunnigan filling bridge 59 Adrian option  
A ague quad acme cents per cubic yard. option B no bid M 77

B Blum

112pm

## CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

# WESTERN UNION

NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, FIRST VICE-PRESIDENT

## SIGNS

DL = Day Letter  
NM = Night Message  
NL = Night Letter  
LCO = Deferred Cable  
NLT = Cable Letter  
WLT = Week-End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 808 Sprague Ave., Spokane, Wash. **ALWAYS OPEN**

1931 NOV 4 AM 7 35

CB145 28 DL=BE STPAUL MINN 4 916A

H M TREMAINE, DISTRICT ENGINEER=

NORTHERN PACIFIC RY CO SPOKANE WASH=

OUR BID OPTION A FILLING BRIDGE FIFTY NINE ADRIAN ELEVEN AND

ONE HALF CENTS STOP NO BID ON OPTION B STOP CONFIRMATION

SENT CHIEF ENGINEERS OFFICE THIS MORNING=

EDW J DUNNIGAN INC.

NORTHERN PACIFIC RAILWAY COMPANY

Siems-Spokane Co.,  
Realty Bldg.,  
Spokane.

You are hereby requested to submit a proposal for the filling of east approach of Bridge #59, Connell Northern Branch, near Adrian, Wash.

Work to be started immediately after award of contract and be completed on or before December 1, 1931.

The Company reserves the right to reject any and all bids, and, at its option, to require a bond for the full estimated amount of the contract. If bond is required, the premium will be paid by the Company.

All proposals to be sealed, marked Loading material for filling Brg. 59

District Spokane, Wash.  
and addressed to the Chief Engineer of the Northern Pacific Railway Company, Saint Paul, Minnesota.

Bids will be received until Noon November 4, 1931.

NORTHERN PACIFIC RAILWAY COMPANY

By

*Am Tremaine*  
District Engineer.

PROPOSAL

The undersigned hereby proposes to undertake the above described work, and, if this proposal is accepted, agrees to enter into a contract with the Northern Pacific Railway Company, in the form hereto attached and made a part hereof, and at the unit prices inserted in said form of contract by the undersigned, and returned herewith.

Official Name of Partnership or Corporation Siems-Spokane Co.

By

*A. L. Lowell*

Official Position

*Asst. Secy.*

Address

412 Realty Bldg. Spokane.

Date

Nov. 4, 1931



Date. **Agreement** made the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 192\_\_\_\_  
between the NORTHERN PACIFIC RAILWAY COMPANY hereinafter called the "Com-  
pany" and

Parties.

hereinafter called the "Contractor."

The Contractor agrees to furnish all labor, services and material for, except as may be hereinafter otherwise provided and to construct, complete and finish in the most thorough workmanlike and substantial manner in every respect to the satisfaction of the Chief Engineer of the Company, within the time hereinafter specified, and according to the specifications hereto annexed and made part of this contract

Work. **Filling east approach Bridge #59, Adrian, Wash.**

Date of completion.

The work is to be commenced immediately and completed on or before the -  
**December 1, 1931.**

Definition of terms.

Where the word "Engineer" occurs in this contract or specifications attached hereto it refers to the Engineer of the Company in charge for the time being of the work of construction; and "Chief Engineer" means the Chief Engineer of the Company from time to time.

Keep Crossings open and safe.

The Contractor will keep open and in safe condition for use all crossings and approaches wherever the railroad is crossed by, or is adjacent to, public or private roads, and will alter said roads and approaches whenever required by the Company's Engineer.

Local Regulations.

The Contractor shall obtain, at his own expense, all necessary permits and shall comply in all respects with any ordinances, laws or regulations of the general or local government properly applicable to the work.

**Sub-contracts.** The work shall be performed under the personal supervision of the Contractor and neither this contract or any interest therein shall be assigned, nor said work or any part thereof sub-contracted without the written consent of the Chief Engineer to every such assignment or sub-contract.

**Complying with instructions.** The Contractor in all things will conform to the instructions of the Engineer and his duly appointed assistants.

**Lines, Levels and Marks** All lines, levels and marks necessary for constructing the work in accordance with the plans and specifications will be furnished the Contractor by the Engineer.

The Contractor shall be solely responsible for the construction of the work in accordance with said lines, levels and marks, and for any disturbance or displacement of marks from their position as finally located by the Engineer.

**Work when and where directed.** The Contractor will carry on the work in such a manner and at such times and at such points as the Engineer from time to time shall direct, and all working plans and methods of carrying on the work shall be submitted in detail to the Engineer for his approval before proceeding with the work. Such approvals of the Engineer are understood to cover the general methods of procedure only and the Contractor shall have full control of his employees engaged upon the work and be solely responsible for all personal injuries caused in any manner by carrying on any work under this contract.

**Remedy faulty work.** All imperfect or insufficient work or material shall be remedied immediately when pointed out and shall be made good and sufficient to the satisfaction of the Engineer, and omission by the Engineer to disapprove of or reject insufficient or imperfect work or material at the time of any monthly or other estimate shall not be deemed an acceptance of such work or material; and the Engineer shall have the power at all times to have defective work or material taken out and rebuilt or replaced at the expense of the Contractor.

The Contractor shall protect the Company against claims on account of patented devices or parts used by him on the work.

**No liquors.** The Contractor will not bring or permit to be brought anywhere on or near the work spirituous or other intoxicating liquors; and if any foreman, laborer or other employe of the contractor or of any sub-contractor, shall be in the opinion of the Engineer intemperate, disorderly, incompetent, wilfully negligent or dishonest in performance of his duties, he shall be on request of the Engineer forthwith discharged; the Contractor will not employ nor permit to remain about the work any person who from said work or from any other part of the Company's railroad may have been discharged for any of the causes mentioned in this paragraph.

**Disorderly workmen.**

**Extra work and bills therefor.** No extra work or material is to be allowed or paid for, excepting that done or furnished in performance of a previous order in writing of the Engineer, 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 work shall have been done or material furnished, otherwise all claim therefor shall be deemed waived.

**Arbitration** To prevent disputes and misunderstandings between the parties and to provide for the speedy settlement of such as may occur in relation to the provisions of this agreement, or the true intent and meaning hereof, or the manner of performance by either party, the Chief Engineer of the Company is made the umpire to decide all such differences; he shall also decide the amount and quantity, character and kind of work done and materials furnished by the Contractor, including all extra work and material; and his decision shall be final and conclusive on the parties.



Prices for  
work.

The prices to be paid by the Company for the work are as follows:

Option "A"

Loading of pit run material on standard  
gauge cars furnished by Railway Company,  
without classification, per Cu. Yd.....\$ 0.12  
*loading from West end of Bridge 59*

Option "B"

Furnishing and placing pit run material  
in embankment, without classification,  
per Cu. Yd.....\$ 0.22

Option "C" *Loading of pit run material on stand-  
ard gauge cars furnished by Railway Company  
and loaded from cuts approx. 3 miles west  
of Br. 59, provided Ry. Co. shifts track so  
loading can be done by power shovel if found  
necessary to secure total yardage per Cu. Yd.-----\$ 0.09*

The Contractor will pay into the Treasury of the  
State of Washington, if required, the percentages  
on his payrolls in such amounts and at such times  
as is provided by Chapter 74, Laws of Washington  
1911, and all amendments and supplements thereto,  
commonly called the "Workmen's Compensation Act",  
and comply with the orders of the Industrial In-  
surance Commission relating thereto.

If the Company shall so elect, the Contractor  
agrees to furnish a good and sufficient bond  
in the amount of \$4000.00 conditioned upon the  
prompt, full and complete performance of this  
contract by the Contractor; the Company to pay  
the premium upon said bond.



Transportation.

The Railway Company will furnish free transportation over the line of the Northern Pacific Railway Company, subject to the review and instructions of the Chief Engineer as to the necessity for and proper use of same, as follows:

Passenger Transportation.

**Passenger Transportation:** (To be used only when traveling on business in connection with this contract).

1. For one member and one superintendent of the Contractor's firm or corporation, passes good **west of Butte, Mont.**

2. For Sub-contractors from

and intermediate points to the Northern Pacific Railway station nearest the site of the work and return.

3. For foreman, and laborers, from **points west of Butte, Mont.**

and intermediate points to the Northern Pacific Railway station nearest the site of the work.

4. Return transportation will be furnished to such foremen and skilled labor as may remain until completion of the class of work on which employed, but no free return transportation will be granted for common laborers.

Freight Transportation.

**Freight Transportation:**

1. For all material to be used in the work (except as hereinafter provided) from **points Butte, Mont., and west thereof.**

and intermediate points to the Northern Pacific Railway station or spur track nearest the site of the work.

2. For tools, outfit and equipment used in the work from **Butte, Mont. and west thereof.**

and intermediate points to the Northern Pacific Railway station or spur track nearest the site of the work and return to the point from which same were originally shipped to the work, or to any intermediate point on the line of the Railway Company. The right to such free return transportation must be exercised within ninety (90) days after the date of completion of the work, after which time no free transportation will be furnished.

3. The Contractor shall pay full tariff rates on all coal, boarding and commissary supplies, hay and grain, lumber for camps, powder and explosives, and shall buy all materials, if possible, at points which will permit the Company to receive the haul on same, routing same via the lines of the Company and its connecting lines.

Transportation General

Exceptions may be made in the above stipulations covering passenger and freight transportation, and additional or other transportation may be furnished, as in the discretion of the Chief Engineer may be found necessary for the proper handling of the work.

Demurrage Charges

Nothing herein contained shall be construed to relieve the Contractor of payment of demurrage charges under Car Service Rules. Claims for cancellation or refund of demurrage on account of inclement weather, or for other reasons, shall be presented to the Engineer in charge of the work within fifteen (15) days after presentation of demurrage bills by the Company, and it is hereby agreed that no claim shall be presented after the expiration of the above time limit.

Price for extra work.

FOR EXTRA WORK, or work done under written orders of the Engineer for which prices are not named herein, the Contractor shall be paid his actual outlay in such work and ten per cent additional.

Estimates.

Payments.

Approximate estimates of the work done are to be made by the Engineer or his assistants at or about the end of each calendar month; and payment of the amount of each monthly estimate will be made by the Company on or about the twentieth day of the following month, less however all previous payments and less ten per cent of such estimate. Ten per cent upon all monthly estimates shall be retained until, and as security for, complete performance of this contract.

Retained percentage.

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The Company at any time before completion may stop the work or any part thereof, or may reduce the force employed or retard the work or any part thereof. On receiving such direction the Contractor shall stop work or diminish the force as directed, and shall have no claim whatsoever for damages by reason thereof, but shall receive payment for the work done in full discharge and satisfaction of all demands against the Company. Any notice given by the Company under this paragraph shall be in writing signed by the Chief Engineer, and shall be delivered to the contractor or some person on the work representing him at least five (5) days prior to the required stoppage or reduction.

**Accelerating work.**

If at any time the Contractor shall not be in the opinion of the Chief Engineer progressing with the work as fast as necessary, or with sufficient force to insure its completion within the contract time, the Chief Engineer may direct the Contractor to put on such additional force and means as in his judgment are necessary, and on the failure of the Contractor to comply with such directions, the Chief Engineer may declare this contract terminated; and in such case the amount of moneys then remaining unpaid including the percentage retained on all monthly estimates, shall be kept by the Company until the work is completed, and the Company may employ such force and means as in its judgment shall be necessary to complete the work and the cost thereof shall be paid by the Contractor.

**Retained percentage forfeited.**

**Power to cancel contract.**

If the Contractor at any time shall fail to perform any agreement herein contained the Company may cancel this contract; in which event the Contractor shall have no claim for damages, or for compensation for work done or material furnished, or for any portion of the percentage retained on monthly estimates; and the Company shall have the right to take possession of and hold the work done and material furnished and to retain all moneys which may be then unpaid.

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The Contractor will pay promptly all laborers and others in his employ as their pay falls due, and pay promptly as they fall due all bills for material and supplies going into the work, and in the event of his failure at any time to do so the Company may retain from subsequent estimates such amounts of money as the Chief Engineer may deem requisite to pay the laborers and all others employed on the work and the said supply and material bills. Before final settlement is made the Contractor shall furnish to the Company satisfactory evidence that the work is free and clear from all liens for labor or materials and that no claim exists out of which a lien may grow.

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**Total  
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of R. R. and  
the amount  
of work.**

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**Execution.**

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Witness as to the Company

**Northern Pacific Railway Company.**

By.....

Witness as to the Contractor

.....(SEAL)

.....(SEAL)



NORTHERN PACIFIC RAILWAY COMPANY.

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

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The Contractor agrees to load a minimum of 1200 cubic yards per day of 24 hours.

The Railway Company will do the work of moving its telegraph line, if necessary, to clear the loading operation of the Contractor, at its own expense.

The Railway Company will furnish, on due notice, bunk, kitchen or tool cars without equipment, if wished by the Contractor. These are the regular cars of the Railway Company assigned to such work.

All material loaded shall be paid for per cubic yard, measured in place in the borrow pit.

Option "B"

The work will consist of furnishing all labor, material and equipment, except as herein provided, for the filling of the east approach of the Bridge No. 59.

The Contractor will furnish the borrow pit and the cost thereof will be included in the unit price bid.

The Railway Company will do, at its own expense all work required on the trestle to be filled, except the building of runways for trucks or temporary construction tracks.

The Railway Company will remove every second tie from the track in the bridge in question and cut off the remainder to be 8 feet long.

The Railway Company will do all necessary work on rearrangement of its telegraph lines at its own expense.

All material used in the filling will be measured in place in excavation, provided however that if the borrow pit selected proves inaccessible or incapable of exact re-measurement, then the material shall be measured in place in embankment.

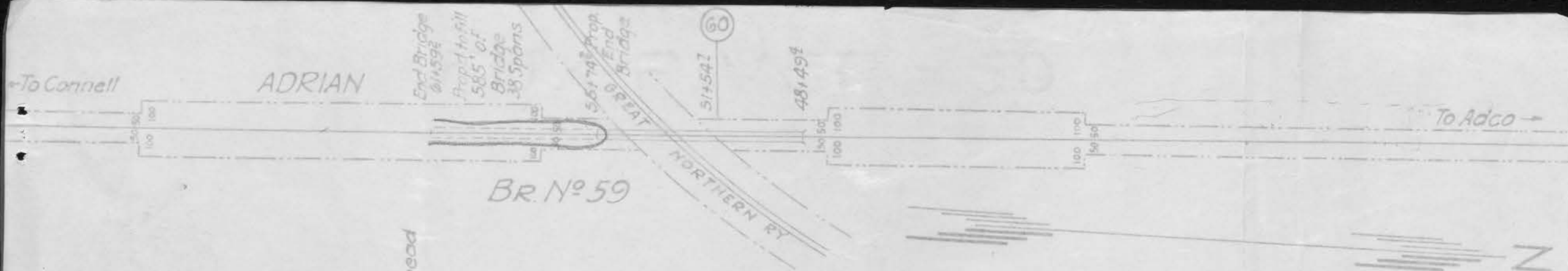


Exhibit "A"  
A.F.S. Job 13  
N.P.Ry.

Pasco Division

C.N. Branch

Proposed to fill Bents 1 to 39 of Bridge N° 59  
near

Adrian - Washington  
Scale: 1"=400'

Office of District Engineer, Spokane, Oct. 27, 1931

Valuation section - Wash. #12

Proposed work shown ———

Form 134 work for 1931



NORTHERN PACIFIC RAILWAY COMPANY

Sutherland & Burns,  
Higgins Bldg.,  
Missoula, Mont.

You are hereby requested to submit a proposal for the filling of east approach of Bridge #59, Connell Northern Branch, near Adrian, Wash.

Work to be started immediately after award of contract and be completed on or before December 1, 1931.

The Company reserves the right to reject any and all bids, and, at its option, to require a bond for the full estimated amount of the contract. If bond is required, the premium will be paid by the Company.

All proposals to be sealed, marked Loading material for filling Brg. 59

District Spokane, Wash.  
and addressed to the Chief Engineer of the Northern Pacific Railway Company, Saint Paul, Minnesota.

Bids will be received until Noon November 4, 1931.

NORTHERN PACIFIC RAILWAY COMPANY

By

*H. M. Tremaine*  
District Engineer.

PROPOSAL

The undersigned hereby proposes to undertake the above described work, and, if this proposal is accepted, agrees to enter into a contract with the Northern Pacific Railway Company, in the form hereto attached and made a part hereof, and at the unit prices inserted in said form of contract by the undersigned, and returned herewith.

Official Name of Partnership or Corporation

*Sutherland & Burns*  
*Co*

By

*G. Sutherland*

Official Position

*Pres*

Address

*Missoula Mont*

Date

*Nov 3 1931*

Date. Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 192\_\_\_\_  
between the NORTHERN PACIFIC RAILWAY COMPANY hereinafter called the "Com-  
pany" and

Parties.

hereinafter called the "Contractor."

The Contractor agrees to furnish all labor, services and material for, except as may be hereinafter otherwise provided and to construct, complete and finish in the most thorough workmanlike and substantial manner in every respect to the satisfaction of the Chief Engineer of the Company, within the time hereinafter specified, and according to the specifications hereto annexed and made part of this contract

Work. Filling east approach Bridge #59, Adrian, Wash.

Date of completion.

The work is to be commenced immediately and completed on or before the -  
**December 1, 1931.**

Definition of terms.

Where the word "Engineer" occurs in this contract or specifications attached hereto it refers to the Engineer of the Company in charge for the time being of the work of construction; and "Chief Engineer" means the Chief Engineer of the Company from time to time.

Keep Crossings open and safe.

The Contractor will keep open and in safe condition for use all crossings and approaches wherever the railroad is crossed by, or is adjacent to, public or private roads, and will alter said roads and approaches whenever required by the Company's Engineer.

Local Regulations.

The Contractor shall obtain, at his own expense, all necessary permits and shall comply in all respects with any ordinances, laws or regulations of the general or local government properly applicable to the work.



**Sub-contracts.** The work shall be performed under the personal supervision of the Contractor and neither this contract or any interest therein shall be assigned, nor said work or any part thereof sub-contracted without the written consent of the Chief Engineer to every such assignment or sub-contract.

**Complying with instructions.** The Contractor in all things will conform to the instructions of the Engineer and his duly appointed assistants.

**Lines, Levels and Marks** All lines, levels and marks necessary for constructing the work in accordance with the plans and specifications will be furnished the Contractor by the Engineer.

The Contractor shall be solely responsible for the construction of the work in accordance with said lines, levels and marks, and for any disturbance or displacement of marks from their position as finally located by the Engineer.

**Work when and where directed.** The Contractor will carry on the work in such a manner and at such times and at such points as the Engineer from time to time shall direct, and all working plans and methods of carrying on the work shall be submitted in detail to the Engineer for his approval before proceeding with the work. Such approvals of the Engineer are understood to cover the general methods of procedure only and the Contractor shall have full control of his employees engaged upon the work and be solely responsible for all personal injuries caused in any manner by carrying on any work under this contract.

**Remedy faulty work.** All imperfect or insufficient work or material shall be remedied immediately when pointed out and shall be made good and sufficient to the satisfaction of the Engineer, and omission by the Engineer to disapprove of or reject insufficient or imperfect work or material at the time of any monthly or other estimate shall not be deemed an acceptance of such work or material; and the Engineer shall have the power at all times to have defective work or material taken out and rebuilt or replaced at the expense of the Contractor.

The Contractor shall protect the Company against claims on account of patented devices or parts used by him on the work.

**No liquors.** The Contractor will not bring or permit to be brought anywhere on or near the work spirituous or other intoxicating liquors; and if any foreman, laborer or other employe of the contractor or of any sub-contractor, shall be in the opinion of the Engineer intemperate, disorderly, incompetent, wilfully negligent or dishonest in performance of his duties, he shall be on request of the Engineer forthwith discharged; the Contractor will not employ nor permit to remain about the work any person who from said work or from any other part of the Company's railroad may have been discharged for any of the causes mentioned in this paragraph.

**Disorderly workmen.**

**Extra work and bills therefor.** No extra work or material is to be allowed or paid for, excepting that done or furnished in performance of a previous order in writing of the Engineer, 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 work shall have been done or material furnished, otherwise all claim therefor shall be deemed waived.

**Arbitration** To prevent disputes and misunderstandings between the parties and to provide for the speedy settlement of such as may occur in relation to the provisions of this agreement, or the true intent and meaning hereof, or the manner of performance by either party, the Chief Engineer of the Company is made the umpire to decide all such differences; he shall also decide the amount and quantity, character and kind of work done and materials furnished by the Contractor, including all extra work and material; and his decision shall be final and conclusive on the parties.



Prices for  
work.

The prices to be paid by the Company for the work are as follows:

Option "A"

Loading of pit run material on standard  
gauge cars furnished by Railway Company,  
without classification, per Cu. Yd. *16 Cents* \$

Option "B"

Furnishing and placing pit run material  
in embankment, without classification,  
per Cu. Yd. *25 Cents* \$

The Contractor will pay into the Treasury of the State of Washington, if required, the percentages on his payrolls in such amounts and at such times as is provided by Chapter 74, Laws of Washington 1911, and all amendments and supplements thereto, commonly called the "Workmen's Compensation Act", and comply with the orders of the Industrial Insurance Commission relating thereto.

If the Company shall so elect, the Contractor agrees to furnish a good and sufficient bond in the amount of \$4000.00 conditioned upon the prompt, full and complete performance of this contract by the Contractor; the Company to pay the premium upon said bond.

Transportation.

The Railway Company will furnish free transportation over the line of the Northern Pacific Railway Company, subject to the review and instructions of the Chief Engineer as to the necessity for and proper use of same, as follows:

Passenger Transportation.

**Passenger Transportation:** (To be used only when traveling on business in connection with this contract).

1. For one member and one superintendent of the Contractor's firm or corporation, passes good **west of Butte, Mont.**

2. For Sub-contractors from

and intermediate points to the Northern Pacific Railway station nearest the site of the work and return.

3. For foreman, and laborers, from **points west of Butte, Mont.**

and intermediate points to the Northern Pacific Railway station nearest the site of the work.

4. Return transportation will be furnished to such foremen and skilled labor as may remain until completion of the class of work on which employed, but no free return transportation will be granted for common laborers.

Freight Transportation.

**Freight Transportation:**

1. For all material to be used in the work (except as hereinafter provided) from **points Butte, Mont., and west thereof.** and intermediate points to the Northern Pacific Railway station or spur track nearest the site of the work.

2. For tools, outfit and equipment used in the work from **Butte, Mont. and west thereof.**

and intermediate points to the Northern Pacific Railway station or spur track nearest the site of the work and return to the point from which same were originally shipped to the work, or to any intermediate point on the line of the Railway Company. The right to such free return transportation must be exercised within ninety (90) days after the date of completion of the work, after which time no free transportation will be furnished.

3. The Contractor shall pay full tariff rates on all coal, boarding and commissary supplies, hay and grain, lumber for camps, powder and explosives, and shall buy all materials, if possible, at points which will permit the Company to receive the haul on same, routing same via the lines of the Company and its connecting lines.

Transportation General

Exceptions may be made in the above stipulations covering passenger and freight transportation, and additional or other transportation may be furnished, as in the discretion of the Chief Engineer may be found necessary for the proper handling of the work.

Demurrage Charges

Nothing herein contained shall be construed to relieve the Contractor of payment of demurrage charges under Car Service Rules. Claims for cancellation or refund of demurrage on account of inclement weather, or for other reasons, shall be presented to the Engineer in charge of the work within fifteen (15) days after presentation of demurrage bills by the Company, and it is hereby agreed that no claim shall be presented after the expiration of the above time limit.

Price for extra work.

FOR EXTRA WORK, or work done under written orders of the Engineer for which prices are not named herein, the Contractor shall be paid his actual outlay in such work and ten per cent additional.

Estimates.

Payments.

Approximate estimates of the work done are to be made by the Engineer or his assistants at or about the end of each calendar month; and payment of the amount of each monthly estimate will be made by the Company on or about the twentieth day of the following month, less however all previous payments and less ten per cent of such estimate. Ten per cent upon all monthly estimates shall be retained until, and as security for, complete performance of this contract.

Retained percentage.



**Stopping work.**

The Company at any time before completion may stop the work or any part thereof, or may reduce the force employed or retard the work or any part thereof. On receiving such direction the Contractor shall stop work or diminish the force as directed, and shall have no claim whatsoever for damages by reason thereof, but shall receive payment for the work done in full discharge and satisfaction of all demands against the Company. Any notice given by the Company under this paragraph shall be in writing signed by the Chief Engineer, and shall be delivered to the contractor or some person on the work representing him at least five (5) days prior to the required stoppage or reduction.

**Accelerating work.**

If at any time the Contractor shall not be in the opinion of the Chief Engineer progressing with the work as fast as necessary, or with sufficient force to insure its completion within the contract time, the Chief Engineer may direct the Contractor to put on such additional force and means as in his judgment are necessary, and on the failure of the Contractor to comply with such directions, the Chief Engineer may declare this contract terminated; and in such case the amount of moneys then remaining unpaid including the percentage retained on all monthly estimates, shall be kept by the Company until the work is completed, and the Company may employ such force and means as in its judgment shall be necessary to complete the work and the cost thereof shall be paid by the Contractor.

**Retained percentage forfeited.**

**Power to cancel contract.**

If the Contractor at any time shall fail to perform any agreement herein contained the Company may cancel this contract; in which event the Contractor shall have no claim for damages, or for compensation for work done or material furnished, or for any portion of the percentage retained on monthly estimates; and the Company shall have the right to take possession of and hold the work done and material furnished and to retain all moneys which may be then unpaid.

**Contractor to pay all laborers**

The Contractor will pay promptly all laborers and others in his employ as their pay falls due, and pay promptly as they fall due all bills for material and supplies going into the work, and in the event of his failure at any time to do so the Company may retain from subsequent estimates such amounts of money as the Chief Engineer may deem requisite to pay the laborers and all others employed on the work and the said supply and material bills. Before final settlement is made the Contractor shall furnish to the Company satisfactory evidence that the work is free and clear from all liens for labor or materials and that no claim exists out of which a lien may grow.

**Contractor to pay damages to crops, etc.**

The Contractor assumes and agrees to pay for all injury or damage to crops, fences, farm improvements, or any other property caused by the prosecution of the work and all damages by fire started from the right of way, except damage to real estate made necessary by the work. When the final estimate is made, should there be any unsatisfied claim for such damage, the Company may deduct from the moneys owing the Contractor a sum equal to the amount so claimed together with the estimated cost of adjusting the claim. Such moneys shall be retained until all damages are satisfied when the remainder shall be paid over to the Contractor.

**Retention of claims from final estimate.**

**Temporary suspension.**

**Extension of time.**

If the work be delayed materially from any act or neglect of any agent or employe of the Company, the time for completion shall be extended for a period equal to such delay and the Contractor shall have no further or other claim upon account of such delay. He must make claim to the Chief Engineer in writing for extension at the time of the delay, stating the occasion and nature thereof, and failing to do so his right to extension shall be waived.



Total  
suspension.

In case of a total suspension of all work for over ninety days without any fault or procurement of the Contractor, unless such suspension shall have been caused by the winter season or protracted rigor of weather, the Chief Engineer shall make a final estimate and the amount so estimated shall be paid to the Contractor; he shall be entitled to receive only that proportion of the contract price which the amount of work done and material furnished bears to the total amount covered by the contract.

Insurance.

Damage by fire to buildings or structures during construction will be made good by the Contractor, who will keep all structures fully insured until completion and acceptance by the Company. The cost of insurance will be divided equally between the parties, the policies written in the name of both, loss payable as their interest may appear, and deposited with the Chief Engineer.

Final estimate.

Time of pay-  
ment of final  
estimate and  
retained per-  
centage.

Release.

When in the opinion of the Chief Engineer this contract shall have been performed, he shall so certify in writing and give a final estimate and statement of the balance unpaid; and the Company within thirty days thereafter will pay the full balance. The Contractor at final payment will execute, acknowledge and deliver to the Company under his hand and seal a valid discharge from all claims and demands growing out of or connected with this contract.

Contractor's  
base of infor-  
mation.

This contract is entered into by the Contractor solely on his own knowledge, and on information derived from others than the Company, its officers or agents, respecting the nature and formation of the country in which the work is to be done, and the character, quantities and location of the material required to be removed, or to be used in the roadbed.

Where borings or soundings for foundation of structures are indicated on the plans, it shall be understood that this data has been obtained for guidance in the design of the structure, and the Company will assume no responsibility contingent upon the accuracy of the borings or soundings.

Right reserved  
to change line  
of R. R. and  
the amount  
of work.

The Company reserves the right at any time to change in whole or part, as it may seem expedient, the line and grade of the railroad or the amount of work embraced in this contract, and any change of the line or grade or bridges shall not affect the prices herein stated; nor shall any bill for "extras" or other charge or claim be made by reason thereof, or of any difference occasioned by such change in the quantity, location or nature of the work to be performed. But if the Chief Engineer shall deem the change to have materially affected the cost of doing the work, he shall determine the price to be paid, either above or below, as the case may be, the prices herein provided, so as to do substantial justice between the parties.

Execution.

IN WITNESS WHEREOF, the Company has caused these presents to be signed by its duly authorized officer and the Contractor has hereunto set his hand and seal.

Witness as to the Company

**Northern Pacific Railway Company.**

By.....

Witness as to the Contractor

.....(SEAL)

.....(SEAL)

NORTHERN PACIFIC RAILWAY COMPANY.

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

For the loading of pit run materials for the filling of the east approach of its Bridge No. 59 near Adrian, Washington. The bridge in question is shown in ravine section on blue print attached, marked Office of District Engineer, Spokane, Wash., Exhibit "A", dated October 27, 1931. AFS Job #13.

Option "A"

The work will consist of furnishing all labor, material and equipment, except as herein provided, for the loading of pit run material on standard gauge cars to be furnished by the Railway Company.

The Contractor will furnish the borrow pit, the cost thereof to be included in the unit price bid, and will specify its approximate location in his bid.

The Railway Company will furnish a minimum of 14 air dump cars of an approximate capacity of 30 cubic yards each, and as many center dump cars as are necessary to properly carry out the work of filling.

The Railway Company will do all the work of hauling and unloading, at its own expense.

The Railway Company will do all the necessary track work at its own expense, except that no temporary tracks will be furnished. The Railway Company will permit the loading operation to take place on its main track and give the Contractor exclusive possession thereof for his loading operation for the days Monday to Friday inclusive, of each week; on Saturday and Sunday of each week, the Railway Company will run one regular freight train.

The Railway Company will furnish one work train and one work train crew which are to be in the Contractor's exclusive service of hauling and unloading as nearly as possible for a period of 8 hours in each 24-hour day.

The Contractor agrees to load a minimum of 1200 cubic yards per day of 24 hours.

The Railway Company will do the work of moving its telegraph line, if necessary, to clear the loading operation of the Contractor, at its own expense.

The Railway Company will furnish, on due notice, bunk, kitchen or tool cars without equipment, if wished by the Contractor. These are the regular cars of the Railway Company assigned to such work.

All material loaded shall be paid for per cubic yard, measured in place in the borrow pit.

Option "B"

The work will consist of furnishing all labor, material and equipment, except as herein provided, for the filling of the east approach of the Bridge No. 59.

The Contractor will furnish the borrow pit and the cost thereof will be included in the unit price bid.

The Railway Company will do, at its own expense all work required on the trestle to be filled, except the building of runways for trucks or temporary construction tracks.

The Railway Company will remove every second tie from the track in the bridge in question and cut off the remainder to be 8 feet long.

The Railway Company will do all necessary work on rearrangement of its telegraph lines at its own expense.

All material used in the filling will be measured in place in excavation, provided however that if the borrow pit selected proves unaccessible or incapable of exact re-measurement, then the material shall be measured in place in embankment.



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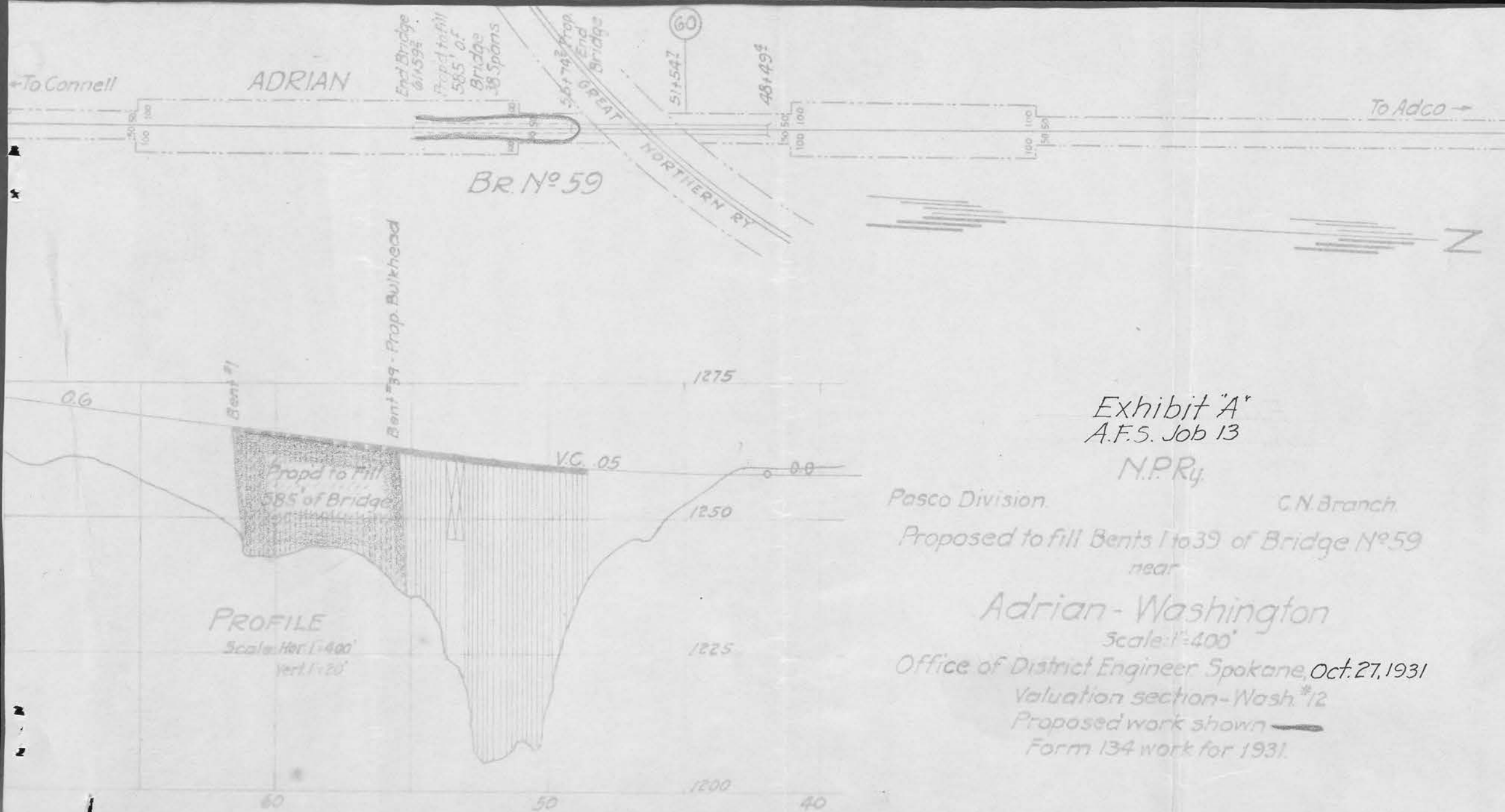


Exhibit "A"

A.F.S. Job 13

N.P.Ry.

Pasco Division.

C.N. Branch.

Proposed to fill Bents 1 to 39 of Bridge N° 59  
near

Adrian - Washington

Scale: 1"=400'

Office of District Engineer Spokane, Oct. 27, 1931

Valuation section - Wash. #12

Proposed work shown —  
Form 134 work for 1931.

NORTHERN PACIFIC RAILWAY COMPANY

Mr. N. A. Degerstrom,  
Contractor,  
Peyton Bldg.,  
Spokane, Wash.

You are hereby requested to submit a proposal for the filling of east approach of Bridge #59, Connell Northern Branch, near Adrian, Wash.

Work to be started immediately after award of contract and be completed on or before December 1, 1931.

The Company reserves the right to reject any and all bids, and, at its option, to require a bond for the full estimated amount of the contract. If bond is required, the premium will be paid by the Company.

All proposals to be sealed, marked Loading material for filling Brg. 59

and addressed to the District Chief Engineer of the Northern Pacific Railway Company, ~~Saint Paul, Minnesota.~~ <sup>Spokane, Wash.</sup>

Bids will be received until Noon November 4, 1931.

NORTHERN PACIFIC RAILWAY COMPANY

By

*H. M. Tremaine*  
District Engineer.

PROPOSAL

The undersigned hereby proposes to undertake the above described work, and, if this proposal is accepted, agrees to enter into a contract with the Northern Pacific Railway Company, in the form hereto attached and made a part hereof, and at the unit prices inserted in said form of contract by the undersigned, and returned herewith.

Official Name of Partnership or Corporation.....*N. A. Degerstrom*

By.....

Official Position.....

Address.....*415 Peyton Bldg Spokane*

Date.....



Date. **Agreement** made the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 192\_\_\_\_  
between the NORTHERN PACIFIC RAILWAY COMPANY hereinafter called the "Com-  
pany" and

Parties,

hereinafter called the "Contractor."

The Contractor agrees to furnish all labor, services and material for, except as may be hereinafter otherwise provided and to construct, complete and finish in the most thorough workmanlike and substantial manner in every respect to the satisfaction of the Chief Engineer of the Company, within the time hereinafter specified, and according to the specifications hereto annexed and made part of this contract

Work, **Filling east approach Bridge #59, Adrian, Wash.**

Date of  
completion.

The work is to be commenced immediately and completed on or before the  
**December 1, 1931.**

Definition of  
terms.

Where the word "Engineer" occurs in this contract or specifications attached hereto it refers to the Engineer of the Company in charge for the time being of the work of construction; and "Chief Engineer" means the Chief Engineer of the Company from time to time.

Keep Crossings  
open and safe.

The Contractor will keep open and in safe condition for use all crossings and approaches wherever the railroad is crossed by, or is adjacent to, public or private roads, and will alter said roads and approaches whenever required by the Company's Engineer.

Local  
Regulations.

The Contractor shall obtain, at his own expense, all necessary permits and shall comply in all respects with any ordinances, laws or regulations of the general or local government properly applicable to the work.

- Sub-contracts.** The work shall be performed under the personal supervision of the Contractor and neither this contract or any interest therein shall be assigned, nor said work or any part thereof sub-contracted without the written consent of the Chief Engineer to every such assignment or sub-contract.
- Complying with instructions.** The Contractor in all things will conform to the instructions of the Engineer and his duly appointed assistants.
- Lines, Levels and Marks** All lines, levels and marks necessary for constructing the work in accordance with the plans and specifications will be furnished the Contractor by the Engineer.
- The Contractor shall be solely responsible for the construction of the work in accordance with said lines, levels and marks, and for any disturbance or displacement of marks from their position as finally located by the Engineer.
- Work when and where directed.** The Contractor will carry on the work in such a manner and at such times and at such points as the Engineer from time to time shall direct, and all working plans and methods of carrying on the work shall be submitted in detail to the Engineer for his approval before proceeding with the work. Such approvals of the Engineer are understood to cover the general methods of procedure only and the Contractor shall have full control of his employees engaged upon the work and be solely responsible for all personal injuries caused in any manner by carrying on any work under this contract.
- Remedy faulty work.** All imperfect or insufficient work or material shall be remedied immediately when pointed out and shall be made good and sufficient to the satisfaction of the Engineer, and omission by the Engineer to disapprove of or reject insufficient or imperfect work or material at the time of any monthly or other estimate shall not be deemed an acceptance of such work or material; and the Engineer shall have the power at all times to have defective work or material taken out and rebuilt or replaced at the expense of the Contractor.
- The Contractor shall protect the Company against claims on account of patented devices or parts used by him on the work.
- No liquors.** The Contractor will not bring or permit to be brought anywhere on or near the work spirituous or other intoxicating liquors; and if any foreman, laborer or other employe of the contractor or of any sub-contractor, shall be in the opinion of the Engineer intemperate, disorderly, incompetent, wilfully negligent or dishonest in performance of his duties, he shall be on request of the Engineer forthwith discharged; the Contractor will not employ nor permit to remain about the work any person who from said work or from any other part of the Company's railroad may have been discharged for any of the causes mentioned in this paragraph.
- Disorderly workmen.**
- Extra work and bills therefor.** No extra work or material is to be allowed or paid for, excepting that done or furnished in performance of a previous order in writing of the Engineer, 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 work shall have been done or material furnished, otherwise all claim therefor shall be deemed waived.
- Arbitration** To prevent disputes and misunderstandings between the parties and to provide for the speedy settlement of such as may occur in relation to the provisions of this agreement, or the true intent and meaning hereof, or the manner of performance by either party, the Chief Engineer of the Company is made the umpire to decide all such differences; he shall also decide the amount and quantity, character and kind of work done and materials furnished by the Contractor, including all extra work and material; and his decision shall be final and conclusive on the parties.



Prices for  
work.

The prices to be paid by the Company for the work are as follows:

Option "A"

Loading of pit run material on standard  
gauge cars furnished by Railway Company,  
without classification, per Cu. Yd.....\$

Option "B"

Furnishing and placing pit run material  
in embankment, without classification,  
per Cu. Yd.....\$ .29

The Contractor will pay into the Treasury of the State of Washington, if required, the percentages on his payrolls in such amounts and at such times as is provided by Chapter 74, Laws of Washington 1911, and all amendments and supplements thereto, commonly called the "Workmen's Compensation Act", and comply with the orders of the Industrial Insurance Commission relating thereto.

If the Company shall so elect, the Contractor agrees to furnish a good and sufficient bond in the amount of \$4000.00 conditioned upon the prompt, full and complete performance of this contract by the Contractor; the Company to pay the premium upon said bond.



Transportation.

The Railway Company will furnish free transportation over the line of the Northern Pacific Railway Company, subject to the review and instructions of the Chief Engineer as to the necessity for and proper use of same, as follows:

Passenger Transportation.

**Passenger Transportation:** (To be used only when traveling on business in connection with this contract).

1. For one member and one superintendent of the Contractor's firm or corporation, passes good **west of Butte, Mont.**

2. For Sub-contractors from

and intermediate points to the Northern Pacific Railway station nearest the site of the work and return.

3. For foreman, and laborers, from **points west of Butte, Mont.**

and intermediate points to the Northern Pacific Railway station nearest the site of the work.

4. Return transportation will be furnished to such foremen and skilled labor as may remain until completion of the class of work on which employed, but no free return transportation will be granted for common laborers.

Freight Transportation.

**Freight Transportation:**

1. For all material to be used in the work (except as hereinafter provided) from **points Butte, Mont., and west thereof.**

and intermediate points to the Northern Pacific Railway station or spur track nearest the site of the work.

2. For tools, outfit and equipment used in the work from **Butte, Mont. and west thereof.**

and intermediate points to the Northern Pacific Railway station or spur track nearest the site of the work and return to the point from which same were originally shipped to the work, or to any intermediate point on the line of the Railway Company. The right to such free return transportation must be exercised within ninety (90) days after the date of completion of the work, after which time no free transportation will be furnished.

3. The Contractor shall pay full tariff rates on all coal, boarding and commissary supplies, hay and grain, lumber for camps, powder and explosives, and shall buy all materials, if possible, at points which will permit the Company to receive the haul on same, routing same via the lines of the Company and its connecting lines.

Transportation General

Exceptions may be made in the above stipulations covering passenger and freight transportation, and additional or other transportation may be furnished, as in the discretion of the Chief Engineer may be found necessary for the proper handling of the work.

Demurrage Charges

Nothing herein contained shall be construed to relieve the Contractor of payment of demurrage charges under Car Service Rules. Claims for cancellation or refund of demurrage on account of inclement weather, or for other reasons, shall be presented to the Engineer in charge of the work within fifteen (15) days after presentation of demurrage bills by the Company, and it is hereby agreed that no claim shall be presented after the expiration of the above time limit.

Price for extra work.

FOR EXTRA WORK, or work done under written orders of the Engineer for which prices are not named herein, the Contractor shall be paid his actual outlay in such work and ten per cent additional.

Estimates.

Payments.

Approximate estimates of the work done are to be made by the Engineer or his assistants at or about the end of each calendar month; and payment of the amount of each monthly estimate will be made by the Company on or about the twentieth day of the following month, less however all previous payments and less ten per cent of such estimate. Ten per cent upon all monthly estimates shall be retained until, and as security for, complete performance of this contract.

Retained percentage.

**Stopping work.**

The Company at any time before completion may stop the work or any part thereof, or may reduce the force employed or retard the work or any part thereof. On receiving such direction the Contractor shall stop work or diminish the force as directed, and shall have no claim whatsoever for damages by reason thereof, but shall receive payment for the work done in full discharge and satisfaction of all demands against the Company. Any notice given by the Company under this paragraph shall be in writing signed by the Chief Engineer, and shall be delivered to the contractor or some person on the work representing him at least five (5) days prior to the required stoppage or reduction.

**Accelerating work.**

If at any time the Contractor shall not be in the opinion of the Chief Engineer progressing with the work as fast as necessary, or with sufficient force to insure its completion within the contract time, the Chief Engineer may direct the Contractor to put on such additional force and means as in his judgment are necessary, and on the failure of the Contractor to comply with such directions, the Chief Engineer may declare this contract terminated; and in such case the amount of moneys then remaining unpaid including the percentage retained on all monthly estimates, shall be kept by the Company until the work is completed, and the Company may employ such force and means as in its judgment shall be necessary to complete the work and the cost thereof shall be paid by the Contractor.

**Retained percentage forfeited.**

**Power to cancel contract.**

If the Contractor at any time shall fail to perform any agreement herein contained the Company may cancel this contract; in which event the Contractor shall have no claim for damages, or for compensation for work done or material furnished, or for any portion of the percentage retained on monthly estimates; and the Company shall have the right to take possession of and hold the work done and material furnished and to retain all moneys which may be then unpaid.

**Contractor to pay all laborers**

The Contractor will pay promptly all laborers and others in his employ as their pay falls due, and pay promptly as they fall due all bills for material and supplies going into the work, and in the event of his failure at any time to do so the Company may retain from subsequent estimates such amounts of money as the Chief Engineer may deem requisite to pay the laborers and all others employed on the work and the said supply and material bills. Before final settlement is made the Contractor shall furnish to the Company satisfactory evidence that the work is free and clear from all liens for labor or materials and that no claim exists out of which a lien may grow.

**Contractor to pay damages to crops, etc.**

The Contractor assumes and agrees to pay for all injury or damage to crops, fences, farm improvements, or any other property caused by the prosecution of the work and all damages by fire started from the right of way, except damage to real estate made necessary by the work. When the final estimate is made, should there be any unsatisfied claim for such damage, the Company may deduct from the moneys owing the Contractor a sum equal to the amount so claimed together with the estimated cost of adjusting the claim. Such moneys shall be retained until all damages are satisfied when the remainder shall be paid over to the Contractor.

**Retention of claims from final estimate.**

**Temporary suspension.**

If the work be delayed materially from any act or neglect of any agent or employe of the Company, the time for completion shall be extended for a period equal to such delay and the Contractor shall have no further or other claim upon account of such delay. He must make claim to the Chief Engineer in writing for extension at the time of the delay, stating the occasion and nature thereof, and failing to do so his right to extension shall be waived.

**Extension of time.**



Total  
suspension.

In case of a total suspension of all work for over ninety days without any fault or procurement of the Contractor, unless such suspension shall have been caused by the winter season or protracted rigor of weather, the Chief Engineer shall make a final estimate and the amount so estimated shall be paid to the Contractor; he shall be entitled to receive only that proportion of the contract price which the amount of work done and material furnished bears to the total amount covered by the contract.

Insurance.

Damage by fire to buildings or structures during construction will be made good by the Contractor, who will keep all structures fully insured until completion and acceptance by the Company. The cost of insurance will be divided equally between the parties, the policies written in the name of both, loss payable as their interest may appear, and deposited with the Chief Engineer.

Final estimate.

Time of pay-  
ment of final  
estimate and  
retained per-  
centage.

Release.

When in the opinion of the Chief Engineer this contract shall have been performed, he shall so certify in writing and give a final estimate and statement of the balance unpaid; and the Company within thirty days thereafter will pay the full balance. The Contractor at final payment will execute, acknowledge and deliver to the Company under his hand and seal a valid discharge from all claims and demands growing out of or connected with this contract.

Contractor's  
base of infor-  
mation.

This contract is entered into by the Contractor solely on his own knowledge, and on information derived from others than the Company, its officers or agents, respecting the nature and formation of the country in which the work is to be done, and the character, quantities and location of the material required to be removed, or to be used in the roadbed.

Where borings or soundings for foundation of structures are indicated on the plans, it shall be understood that this data has been obtained for guidance in the design of the structure, and the Company will assume no responsibility contingent upon the accuracy of the borings or soundings.

Right reserved  
to change line  
of R. R. and  
the amount  
of work.

The Company reserves the right at any time to change in whole or part, as it may seem expedient, the line and grade of the railroad or the amount of work embraced in this contract, and any change of the line or grade or bridges shall not affect the prices herein stated; nor shall any bill for "extras" or other charge or claim be made by reason thereof, or of any difference occasioned by such change in the quantity, location or nature of the work to be performed. But if the Chief Engineer shall deem the change to have materially affected the cost of doing the work, he shall determine the price to be paid, either above or below, as the case may be, the prices herein provided, so as to do substantial justice between the parties.

Execution.

IN WITNESS WHEREOF, the Company has caused these presents to be signed by its duly authorized officer and the Contractor has hereunto set his hand and seal.

Witness as to the Company

**Northern Pacific Railway Company.**

By.....

Witness as to the Contractor

.....(SEAL)

.....(SEAL)



NORTHERN PACIFIC RAILWAY COMPANY.

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

For the loading of pit run materials for the filling of the east approach of its Bridge No. 59 near Adrian, Washington. The bridge in question is shown in ravine section on blue print attached, marked Office of District Engineer, Spokane, Wash., Exhibit "A", dated October 27, 1931. AFS Job #13.

Option "A"

The work will consist of furnishing all labor, material and equipment, except as herein provided, for the loading of pit run material on standard gauge cars to be furnished by the Railway Company.

The Contractor will furnish the borrow pit, the cost thereof to be included in the unit price bid, and will specify its approximate location in his bid.

The Railway Company will furnish a minimum of 14 air dump cars of an approximate capacity of 30 cubic yards each, and as many center dump cars as are necessary to properly carry out the work of filling.

The Railway Company will do all the work of hauling and unloading, at its own expense.

The Railway Company will do all the necessary track work at its own expense, except that no temporary tracks will be furnished. The Railway Company will permit the loading operation to take place on its main track and give the Contractor exclusive possession thereof for his loading operation for the days Monday to Friday inclusive, of each week; on Saturday and Sunday of each week, the Railway Company will run one regular freight train.

The Railway Company will furnish one work train and one work train crew which are to be in the Contractor's exclusive service of hauling and unloading as nearly as possible for a period of 8 hours in each 24-hour day.

The Contractor agrees to load a minimum of 1200 cubic yards per day of 24 hours.

The Railway Company will do the work of moving its telegraph line, if necessary, to clear the loading operation of the Contractor, at its own expense.

The Railway Company will furnish, on due notice, bunk, kitchen or tool cars without equipment, if wished by the Contractor. These are the regular cars of the Railway Company assigned to such work.

All material loaded shall be paid for per cubic yard, measured in place in the borrow pit.

Option "B"

The work will consist of furnishing all labor, material and equipment, except as herein provided, for the filling of the east approach of the Bridge No. 59.

The Contractor will furnish the borrow pit and the cost thereof will be included in the unit price bid.

The Railway Company will do, at its own expense all work required on the trestle to be filled, except the building of runways for trucks or temporary construction tracks.

The Railway Company will remove every second tie from the track in the bridge in question and cut off the remainder to be 8 feet long.

The Railway Company will do all necessary work on rearrangement of its telegraph lines at its own expense.

All material used in the filling will be measured in place in excavation, provided however that if the borrow pit selected proves unaccessible or incapable of exact re-measurement, then the material shall be measured in place in embankment.

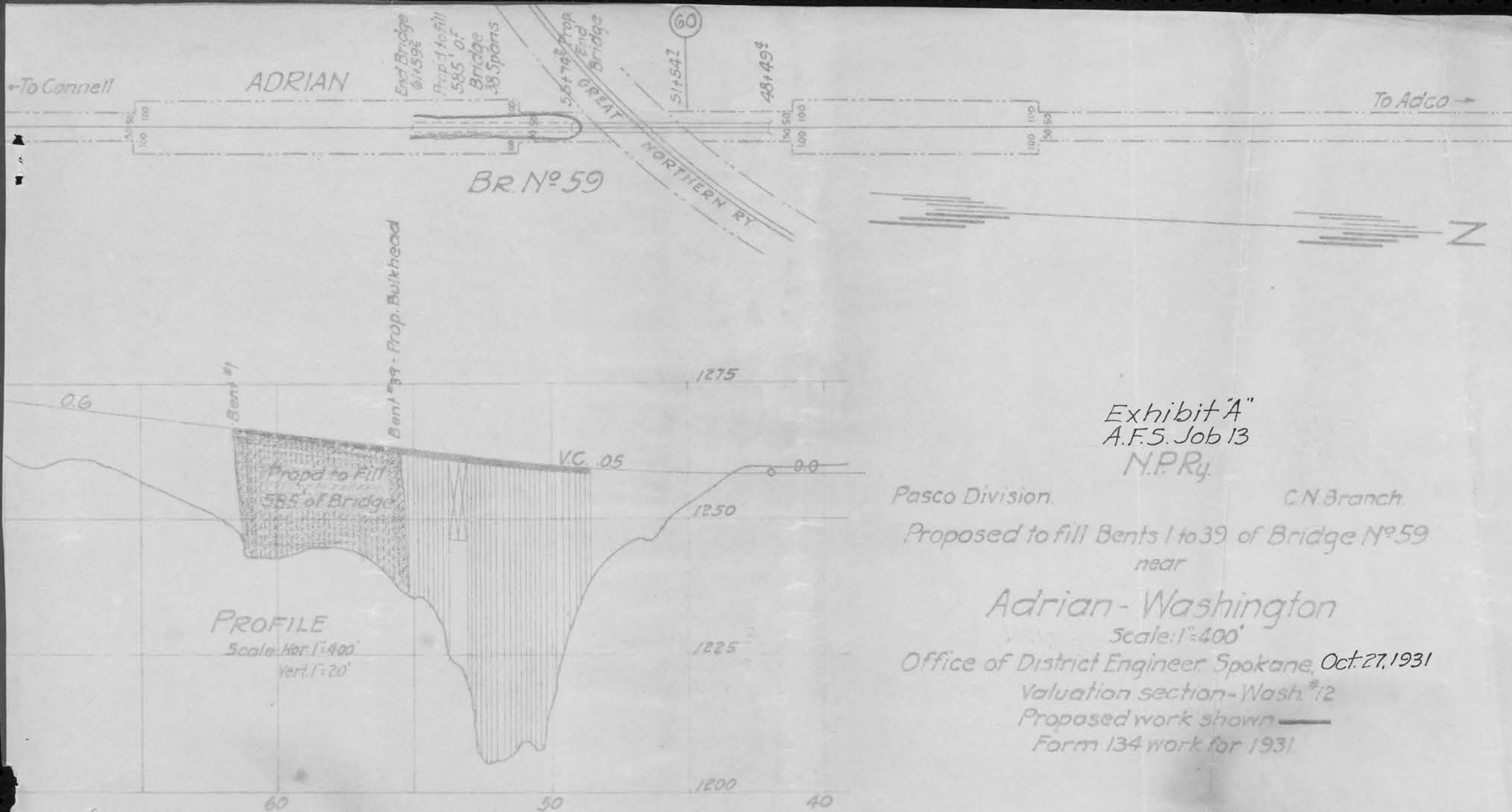


Exhibit "A"  
A.F.S. Job 13  
N.P.Ry.

Pasco Division.

C.N. Branch.

Proposed to fill Bents 1 to 39 of Bridge N° 59  
near

Adrian - Washington  
Scale: 1"=400'

Office of District Engineer, Spokane, Oct. 27, 1931

Valuation section - Wash. #12

Proposed work shown —

Form 134 work for 1931.





N. P. 1386  
12-24

# TELEGRAM—BE BRIEF

TIME FILED

5501 M.

194 OF GI

SEATTLE NOV 17 1931 B BLUM

STPAUL

B 171 FILL BRIDGE NO 59 ADRIAN BIDS FORWARDED TO YOU NOVR SIXTEENTH L-15

A F STOTLER.

525PM

B

RECEIVED  
NOV 1981  
FBI  
FBI  
FBI



N. P. 1386  
12-24

# TELEGRAM—BE BRIEF

TIME FILED

M.

5507

St Paul November 17 1931

A F Stotler Seattle

What is status bids filling Adrian bridge stop  
Should be hurried if work done before freezeup B 171

Bernard Blum





N. P. 1386  
12-24

# TELEGRAM—BE BRIEF

TIME FILED

M.

St Paul Nov. 4, 1931

H M Tremaine  
Spokane Wash

Have received bid from Dunnigan filling bridge 59. Adrian  
Option A <sup>11.5-</sup> AGUE QUAD 10ME cents per cubic yard Option B  
no bid. M-27

Bernard Blum

13

NORTHERN PACIFIC RAILWAY COMPANY

Edw. J. Dunnigan, Inc.,  
1012 Builders Exchange  
St. Paul, Minn.

You are hereby requested to submit a proposal for the filling of east approach of Bridge #59, Connell Northern Branch, near Adrian, Wash.

REC'D OCT 30 1931

Work to be started immediately after award of contract and be completed on or before December 1, 1931.

The Company reserves the right to reject any and all bids, and, at its option, to require a bond for the full estimated amount of the contract. If bond is required, the premium will be paid by the Company.

All proposals to be sealed, marked Loading material for filling Brg 59.

District  
and addressed to the Chief Engineer of the Northern Pacific Railway Company, Saint Paul, Minnesota. Spokane, Wash.

Bids will be received until Noon November 4, 1931.

NORTHERN PACIFIC RAILWAY COMPANY

By

*H M Tremaine*  
District Engineer.

PROPOSAL

The undersigned hereby proposes to undertake the above described work, and, if this proposal is accepted, agrees to enter into a contract with the Northern Pacific Railway Company, in the form hereto attached and made a part hereof, and at the unit prices inserted in said form of contract by the undersigned, and returned herewith.

Official Name of Partnership or Corporation

By

Official Position

Address

Date

*Edw J Dunnigan Inc*  
*Edw J Dunnigan*  
*Pres*  
*St Paul*  
*11/4/31*

Date. **Agreement** made the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 192\_\_\_\_  
between the NORTHERN PACIFIC RAILWAY COMPANY hereinafter called the "Com-  
pany" and

Parties.

hereinafter called the "Contractor."

The Contractor agrees to furnish all labor, services and material for, except as may be hereinafter otherwise provided and to construct, complete and finish in the most thorough workmanlike and substantial manner in every respect to the satisfaction of the Chief Engineer of the Company, within the time hereinafter specified, and according to the specifications hereto annexed and made part of this contract

Work. **Filling east approach Bridge #59, Adrian, Wash.**

Date of  
completion.

The work is to be commenced immediately and completed on or before the ...  
**December 1, 1931.**

Definition of  
terms.

Where the word "Engineer" occurs in this contract or specifications attached hereto it refers to the Engineer of the Company in charge for the time being of the work of construction; and "Chief Engineer" means the Chief Engineer of the Company from time to time.

Keep Crossings  
open and safe.

The Contractor will keep open and in safe condition for use all crossings and approaches wherever the railroad is crossed by, or is adjacent to, public or private roads, and will alter said roads and approaches whenever required by the Company's Engineer.

Local  
Regulations.

The Contractor shall obtain, at his own expense, all necessary permits and shall comply in all respects with any ordinances, laws or regulations of the general or local government properly applicable to the work.



- Sub-contracts.** The work shall be performed under the personal supervision of the Contractor and neither this contract or any interest therein shall be assigned, nor said work or any part thereof sub-contracted without the written consent of the Chief Engineer to every such assignment or sub-contract.
- Complying with instructions.** The Contractor in all things will conform to the instructions of the Engineer and his duly appointed assistants.
- Lines, Levels and Marks** All lines, levels and marks necessary for constructing the work in accordance with the plans and specifications will be furnished the Contractor by the Engineer.
- The Contractor shall be solely responsible for the construction of the work in accordance with said lines, levels and marks, and for any disturbance or displacement of marks from their position as finally located by the Engineer.
- Work when and where directed.** The Contractor will carry on the work in such a manner and at such times and at such points as the Engineer from time to time shall direct, and all working plans and methods of carrying on the work shall be submitted in detail to the Engineer for his approval before proceeding with the work. Such approvals of the Engineer are understood to cover the general methods of procedure only and the Contractor shall have full control of his employees engaged upon the work and be solely responsible for all personal injuries caused in any manner by carrying on any work under this contract.
- Remedy faulty work.** All imperfect or insufficient work or material shall be remedied immediately when pointed out and shall be made good and sufficient to the satisfaction of the Engineer, and omission by the Engineer to disapprove of or reject insufficient or imperfect work or material at the time of any monthly or other estimate shall not be deemed an acceptance of such work or material; and the Engineer shall have the power at all times to have defective work or material taken out and rebuilt or replaced at the expense of the Contractor.
- The Contractor shall protect the Company against claims on account of patented devices or parts used by him on the work.
- No liquors.** The Contractor will not bring or permit to be brought anywhere on or near the work spirituous or other intoxicating liquors; and if any foreman, laborer or other employe of the contractor or of any sub-contractor, shall be in the opinion of the Engineer intemperate, disorderly, incompetent, wilfully negligent or dishonest in performance of his duties, he shall be on request of the Engineer forthwith discharged; the Contractor will not employ nor permit to remain about the work any person who from said work or from any other part of the Company's railroad may have been discharged for any of the causes mentioned in this paragraph.
- Disorderly workmen.**
- Extra work and bills therefor.** No extra work or material is to be allowed or paid for, excepting that done or furnished in performance of a previous order in writing of the Engineer, 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 work shall have been done or material furnished, otherwise all claim therefor shall be deemed waived.
- Arbitration** To prevent disputes and misunderstandings between the parties and to provide for the speedy settlement of such as may occur in relation to the provisions of this agreement, or the true intent and meaning hereof, or the manner of performance by either party, the Chief Engineer of the Company is made the umpire to decide all such differences; he shall also decide the amount and quantity, character and kind of work done and materials furnished by the Contractor, including all extra work and material; and his decision shall be final and conclusive on the parties.

Prices for  
work.

The prices to be paid by the Company for the work are as follows:

Option "A"

Loading of pit run material on standard  
gauge cars furnished by Railway Company,  
without classification, per Cu. Yd.....\$ 0.115

Option "B"

Furnishing and placing pit run material  
in embankment, without classification,  
per Cu. Yd.....\$ No bid

The Contractor will pay into the Treasury of the State of Washington, if required, the percentages on his payrolls in such amounts and at such times as is provided by Chapter 74, Laws of Washington 1911, and all amendments and supplements thereto, commonly called the "Workmen's Compensation Act", and comply with the orders of the Industrial Insurance Commission relating thereto.

If the Company shall so elect, the Contractor agrees to furnish a good and sufficient bond in the amount of \$4000.00 conditioned upon the prompt, full and complete performance of this contract by the Contractor; the Company to pay the premium upon said bond.



Transportation.

The Railway Company will furnish free transportation over the line of the Northern Pacific Railway Company, subject to the review and instructions of the Chief Engineer as to the necessity for and proper use of same, as follows:

Passenger Transportation.

**Passenger Transportation:** (To be used only when traveling on business in connection with this contract).

1. For one member and one superintendent of the Contractor's firm or corporation, passes good **west of Butte, Mont.**

2. For Sub-contractors from

and intermediate points to the Northern Pacific Railway station nearest the site of the work and return.

3. For foreman, and laborers, from **points west of Butte, Mont.**

and intermediate points to the Northern Pacific Railway station nearest the site of the work.

4. Return transportation will be furnished to such foremen and skilled labor as may remain until completion of the class of work on which employed, but no free return transportation will be granted for common laborers.

Freight Transportation.

**Freight Transportation:**

1. For all material to be used in the work (except as hereinafter provided) from **points Butte, Mont., and west thereof.** and intermediate points to the Northern Pacific Railway station or spur track nearest the site of the work.

2. For tools, outfit and equipment used in the work from **Butte, Mont. and west thereof.**

and intermediate points to the Northern Pacific Railway station or spur track nearest the site of the work and return to the point from which same were originally shipped to the work, or to any intermediate point on the line of the Railway Company. The right to such free return transportation must be exercised within ninety (90) days after the date of completion of the work, after which time no free transportation will be furnished.

3. The Contractor shall pay full tariff rates on all coal, boarding and commissary supplies, hay and grain, lumber for camps, powder and explosives, and shall buy all materials, if possible, at points which will permit the Company to receive the haul on same, routing same via the lines of the Company and its connecting lines.

Transportation General

Exceptions may be made in the above stipulations covering passenger and freight transportation, and additional or other transportation may be furnished, as in the discretion of the Chief Engineer may be found necessary for the proper handling of the work.

Demurrage Charges

Nothing herein contained shall be construed to relieve the Contractor of payment of demurrage charges under Car Service Rules. Claims for cancellation or refund of demurrage on account of inclement weather, or for other reasons, shall be presented to the Engineer in charge of the work within fifteen (15) days after presentation of demurrage bills by the Company, and it is hereby agreed that no claim shall be presented after the expiration of the above time limit.

Price for extra work.

FOR EXTRA WORK, or work done under written orders of the Engineer for which prices are not named herein, the Contractor shall be paid his actual outlay in such work and ten per cent additional.

Estimates.

Payments.

Approximate estimates of the work done are to be made by the Engineer or his assistants at or about the end of each calendar month; and payment of the amount of each monthly estimate will be made by the Company on or about the twentieth day of the following month, less however all previous payments and less ten per cent of such estimate. Ten per cent upon all monthly estimates shall be retained until, and as security for, complete performance of this contract.

Retained percentage.



**Stopping work.**

The Company at any time before completion may stop the work or any part thereof, or may reduce the force employed or retard the work or any part thereof. On receiving such direction the Contractor shall stop work or diminish the force as directed, and shall have no claim whatsoever for damages by reason thereof, but shall receive payment for the work done in full discharge and satisfaction of all demands against the Company. Any notice given by the Company under this paragraph shall be in writing signed by the Chief Engineer, and shall be delivered to the contractor or some person on the work representing him at least five (5) days prior to the required stoppage or reduction.

**Accelerating work.**

If at any time the Contractor shall not be in the opinion of the Chief Engineer progressing with the work as fast as necessary, or with sufficient force to insure its completion within the contract time, the Chief Engineer may direct the Contractor to put on such additional force and means as in his judgment are necessary, and on the failure of the Contractor to comply with such directions, the Chief Engineer may declare this contract terminated; and in such case the amount of moneys then remaining unpaid including the percentage retained on all monthly estimates, shall be kept by the Company until the work is completed, and the Company may employ such force and means as in its judgment shall be necessary to complete the work and the cost thereof shall be paid by the Contractor.

**Retained percentage forfeited.**

**Power to cancel contract.**

If the Contractor at any time shall fail to perform any agreement herein contained the Company may cancel this contract; in which event the Contractor shall have no claim for damages, or for compensation for work done or material furnished, or for any portion of the percentage retained on monthly estimates; and the Company shall have the right to take possession of and hold the work done and material furnished and to retain all moneys which may be then unpaid.

**Contractor to pay all laborers**

The Contractor will pay promptly all laborers and others in his employ as their pay falls due, and pay promptly as they fall due all bills for material and supplies going into the work, and in the event of his failure at any time to do so the Company may retain from subsequent estimates such amounts of money as the Chief Engineer may deem requisite to pay the laborers and all others employed on the work and the said supply and material bills. Before final settlement is made the Contractor shall furnish to the Company satisfactory evidence that the work is free and clear from all liens for labor or materials and that no claim exists out of which a lien may grow.

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The Contractor assumes and agrees to pay for all injury or damage to crops, fences, farm improvements, or any other property caused by the prosecution of the work and all damages by fire started from the right of way, except damage to real estate made necessary by the work. When the final estimate is made, should there be any unsatisfied claim for such damage, the Company may deduct from the moneys owing the Contractor a sum equal to the amount so claimed together with the estimated cost of adjusting the claim. Such moneys shall be retained until all damages are satisfied when the remainder shall be paid over to the Contractor.

**Retention of claims from final estimate.**

**Temporary suspension.**

If the work be delayed materially from any act or neglect of any agent or employe of the Company, the time for completion shall be extended for a period equal to such delay and the Contractor shall have no further or other claim upon account of such delay. He must make claim to the Chief Engineer in writing for extension at the time of the delay, stating the occasion and nature thereof, and failing to do so his right to extension shall be waived.

**Extension of time.**

Total  
suspension.

In case of a total suspension of all work for over ninety days without any fault or procurement of the Contractor, unless such suspension shall have been caused by the winter season or protracted rigor of weather, the Chief Engineer shall make a final estimate and the amount so estimated shall be paid to the Contractor; he shall be entitled to receive only that proportion of the contract price which the amount of work done and material furnished bears to the total amount covered by the contract.

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Final estimate.

Time of pay-  
ment of final  
estimate and  
retained per-  
centage.

Release.

When in the opinion of the Chief Engineer this contract shall have been performed, he shall so certify in writing and give a final estimate and statement of the balance unpaid; and the Company within thirty days thereafter will pay the full balance. The Contractor at final payment will execute, acknowledge and deliver to the Company under his hand and seal a valid discharge from all claims and demands growing out of or connected with this contract.

Contractor's  
base of infor-  
mation.

This contract is entered into by the Contractor solely on his own knowledge, and on information derived from others than the Company, its officers or agents, respecting the nature and formation of the country in which the work is to be done, and the character, quantities and location of the material required to be removed, or to be used in the roadbed.

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to change line  
of R. R. and  
the amount  
of work.

The Company reserves the right at any time to change in whole or part, as it may seem expedient, the line and grade of the railroad or the amount of work embraced in this contract, and any change of the line or grade or bridges shall not affect the prices herein stated; nor shall any bill for "extras" or other charge or claim be made by reason thereof, or of any difference occasioned by such change in the quantity, location or nature of the work to be performed. But if the Chief Engineer shall deem the change to have materially affected the cost of doing the work, he shall determine the price to be paid, either above or below, as the case may be, the prices herein provided, so as to do substantial justice between the parties.

Execution.

IN WITNESS WHEREOF, the Company has caused these presents to be signed by its duly authorized officer and the Contractor has hereunto set his hand and seal.

Witness as to the Company

**Northern Pacific Railway Company.**

By.....

Witness as to the Contractor

.....(SEAL)

.....(SEAL)



NORTHERN PACIFIC RAILWAY COMPANY.

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

For the loading of pit run materials for the filling of the east approach of its Bridge No. 59 near Adrian, Washington. The bridge in question is shown in ravine section on blue print attached, marked Office of District Engineer, Spokane, Wash., Exhibit "A", dated October 27, 1931. AP's Job #13.

Option "A"

The work will consist of furnishing all labor, material and equipment, except as herein provided, for the loading of pit run material on standard gauge cars to be furnished by the Railway Company.

The Contractor will furnish the borrow pit, the cost thereof to be included in the unit price bid, and will specify its approximate location in his bid.

The Railway Company will furnish a minimum of 14 air dump cars of an approximate capacity of 30 cubic yards each, and as many center dump cars as are necessary to properly carry out the work of filling.

The Railway Company will do all the work of hauling and unloading, at its own expense.

The Railway Company will do all the necessary track work at its own expense, except that no temporary tracks will be furnished. The Railway Company will permit the loading operation to take place on its main track and give the Contractor exclusive possession thereof for his loading operation for the days Monday to Friday inclusive, of each week; on Saturday and Sunday of each week, the Railway Company will run one regular freight train.

The Railway Company will furnish one work train and one work train crew which are to be in the Contractor's exclusive service of hauling and unloading as nearly as possible for a period of 8 hours in each 24-hour day.

The Contractor agrees to load a minimum of 1200 cubic yards per day of 24 hours.



The Railway Company will do the work of moving its telegraph line, if necessary, to clear the loading operation of the Contractor, at its own expense.

The Railway Company will furnish, on due notice, bunk, kitchen or tool cars without equipment, if wished by the Contractor. These are the regular cars of the Railway Company assigned to such work.

All material loaded shall be paid for per cubic yard, measured in place in the borrow pit.

Option "B"

The work will consist of furnishing all labor, material and equipment, except as herein provided, for the filling of the east approach of the Bridge No. 59.

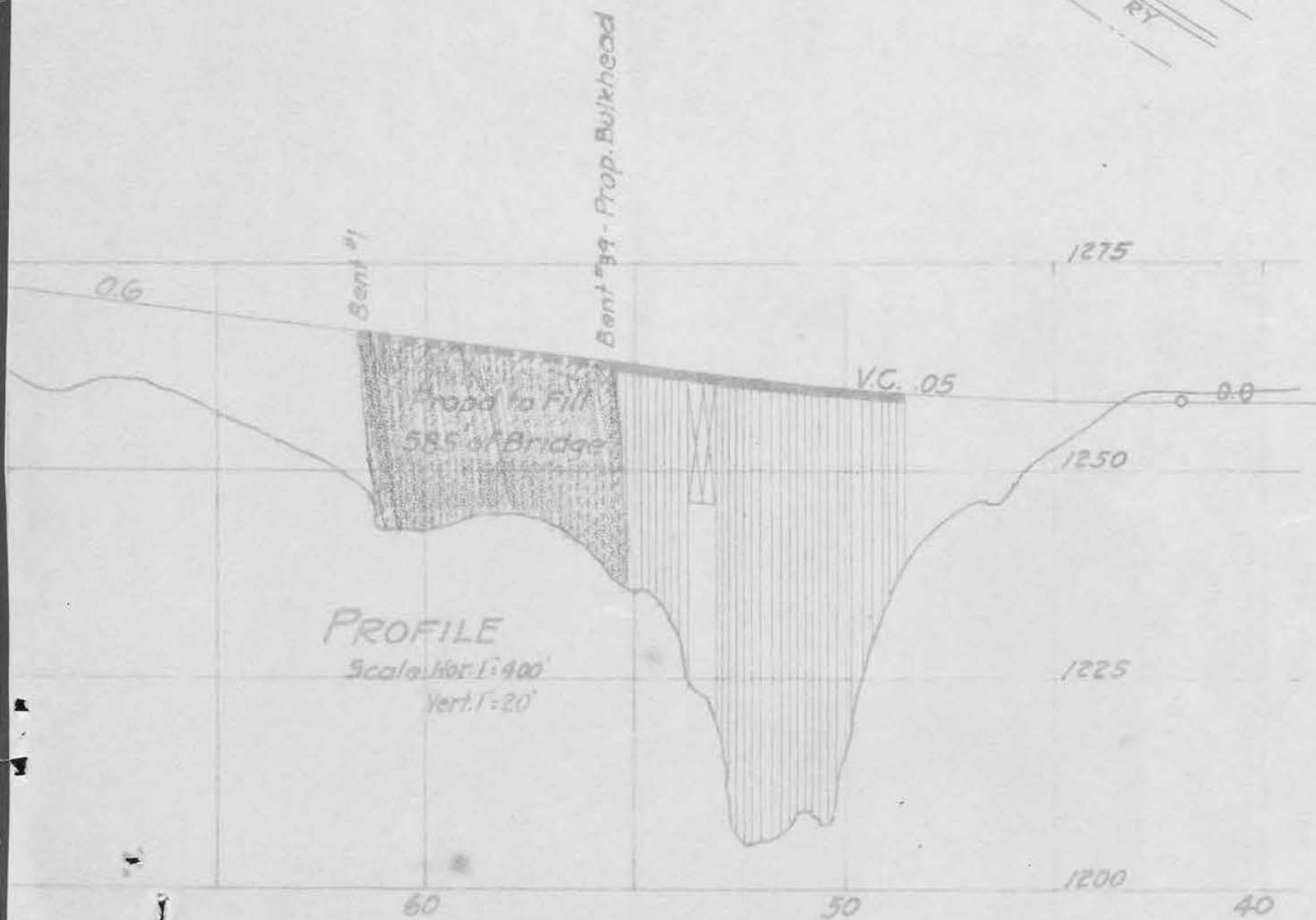
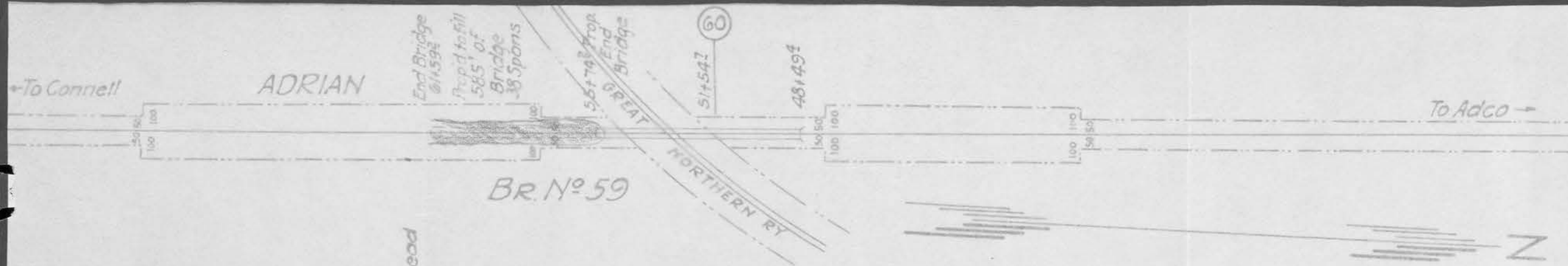
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The Railway Company will remove every second tie from the track in the bridge in question and cut off the remainder to be 8 feet long.

The Railway Company will do all necessary work on rearrangement of its telegraph lines at its own expense.

All material used in the filling will be measured in place in excavation, provided however that if the borrow pit selected proves inaccessible or incapable of exact re-measurement, then the material shall be measured in place in embankment.



**PROFILE**  
Scale: Hor. 1"=400'  
Vert. 1"=20'

Exhibit "A"  
A.F.S. Job 13

N.P.Ry.

Pasco Division.

C.N. Branch.

Proposed to fill Bents 1 to 39 of Bridge N° 59  
near

Adrian - Washington  
Scale: 1"=400'

Office of District Engineer, Spokane, Oct. 27, 1931

Valuation section - Wash. #12

Proposed work shown ———  
Form 134 work for 1931.



N. P. 1386  
12-24

# TELEGRAM—BE BRIEF

TIME FILED

M.

St. Paul, Oct. 27, 1931 H. M. Tremaine, Spokane

A-31 Send proposals to ~~W. H.~~ Dunnigan and Miller St. Paul

M-25.

Bernard Blum





N. P. 1386  
12-24

# TELEGRAM—BE BRIEF

TIME FILED

M.

72, SFK

SPOKANE OCT 26 31 BERNARD BLUM

STPAUL

ASK DUNNIGAN AND ADDISON MILLER WHERE I ~~EXM~~ SHALL SEND PROPOSALS TO BID  
ON FILLING BRIDGE FIFTY NINE ADRIAN AFE 790- 31 A 31

H M TREMAINE 612 PM

*Center 2379- Dunnigan says St Paul -*

5501  
On #3 Yellowstone Divn.,  
Sept. 23, 1930.

Mr. H. E. Stevens:

Forwarding herewith for approval Pasco Division AFE ED-122-30, rebuild in kind the west approach of Bridge #59 at Adrian over the Great Northern and the Washington Central Branch connection to the town of Adrian.

The rebuilding of Bridge #59 has been under consideration for the past two years but work was deferred in view of the possibility of abandoning this portion of the branch. It has now been decided that we will maintain the Connell Northern and the Washington Central.

The present bridge is 21 years old and the timber is in very bad condition. Special investigation was made this fall by the District Engineer and Supervisor, and repairs will be carried on Form 134 for 1931 but work must be undertaken at once.

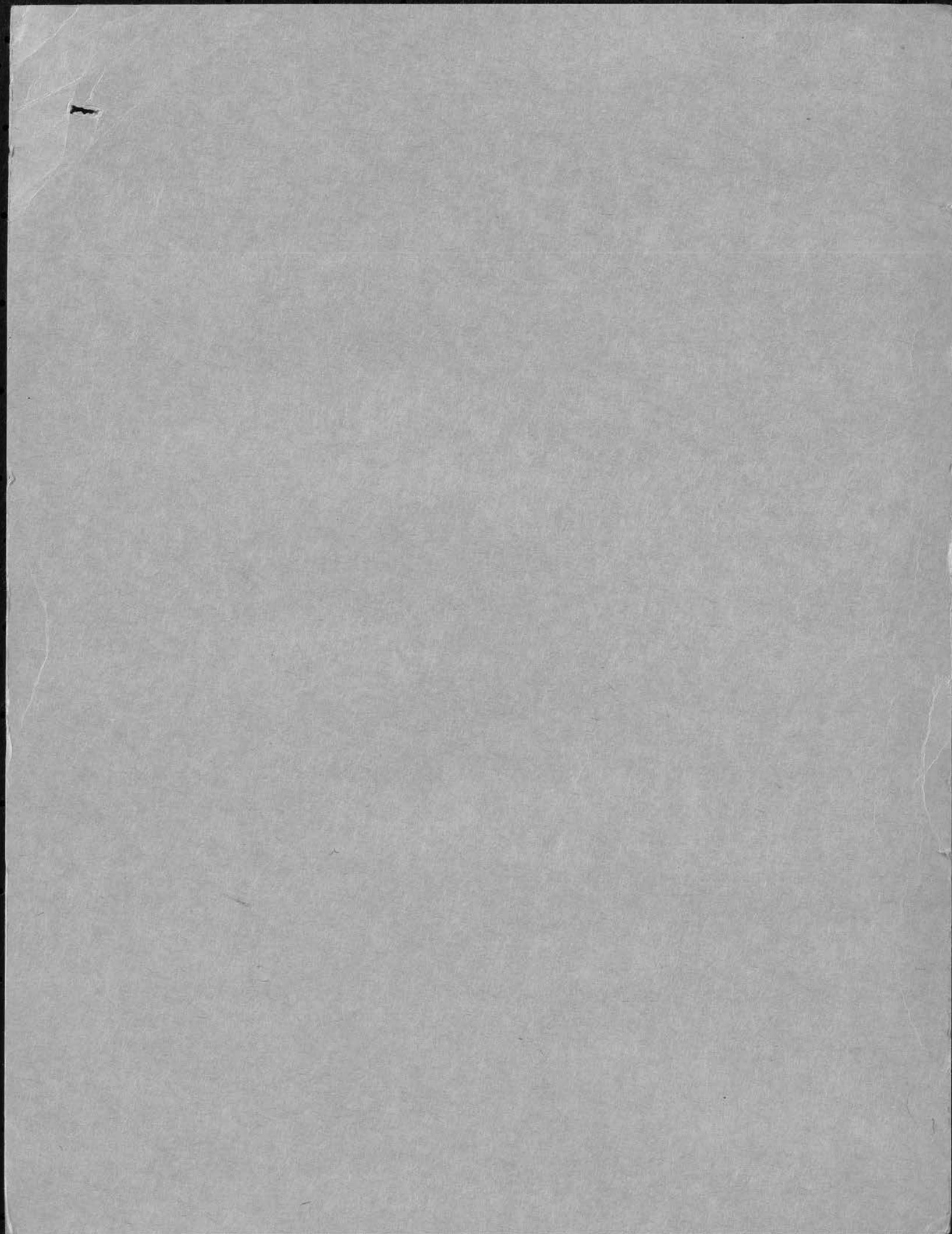
It is intended to fill a large part of the east approach next year.

This AFE is submitted so that the work can be carried out before winter.

Chief Engineer.

EB h

*Received  
C. M. H. 9/25*





8240

2651 = 9111