

Northern Pacific Railway Company. Engineering Department Records.

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OFFICE OF CHIEF SUGIOLS

FILE NO. 10229

SUBJECT:

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ldrean

Eraae Deperation

Bridge No 175 Idaho 8th Sub.
AFE 554-38 - Highway underenoming
Constructed by contractor Myens & Goulfer
under contract with state of washington
Cost of bridge borne by state of wash.
except for preliminary survey work and
checking of plans, and Not capitalized by
Agreement Dec. 17161
N. P. to maintain

St. Paul, June 29, 1939

Mr. A. M. Gottschald:

With my letter of November 5, 1938, I sent you Contractor's Contingent Protective Property Damage and Public Liability Endorsement number LOCP-3298 furnished by the General Casualty Company of America indemnifying States Contractor Myers and Goulter covering construction of undercossing of our line near Adrian, Washinton in accordance with agreement dated August 23, 1938, which expired June 23, 1939.

I am now attaching an endorsement just received extending this policy to September 23, 1939 for attaching to the original policy.

trg/w

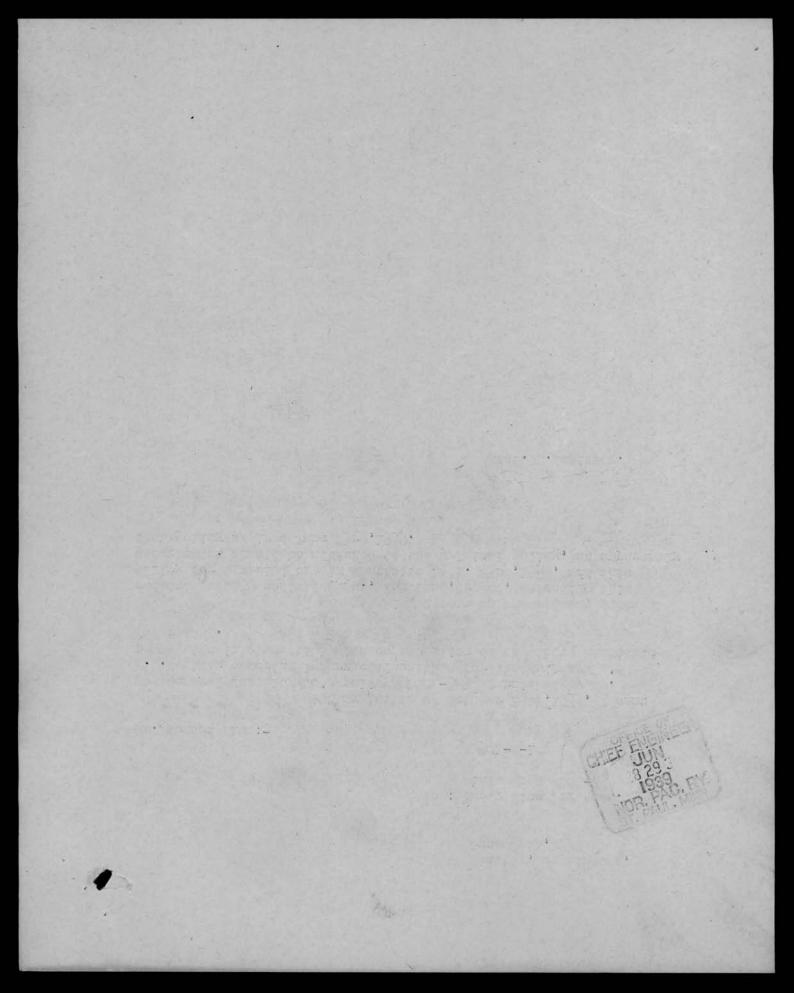
Chief Engineer

encl

X Seattle, Washington, June 26th, 1939 Adco: Under Xing for Wash. State Road #PSH-7 501-2-1 Mr. Bernard Blum:-With my letter of October 25th, 1938, I sent you General Casualty Co's policy #LOCF-3298 furnished by Mr. K.L. Coulter covering Insurance furnished for the Railway Co's protection in connection with construction of the above mentioned Under King. I am attaching hereto an endorsement just received from Mansfield & Co., Portland, Oregon, extending this policy for a period of (six) months to S. pt. 23rd, 1939, and this endorsement should be attached to the original policy, as apparently that polkcy expired June 23rd, 1939.

ANB .

Asst.Ch. Engineer.



St. Paul, November 5, 1938.

MR. A. M. GOTTSCHALD:

I am attaching hereto Contractor's Contingent RR

Protective Property Damage and Public Liability Endorsement
furnished by the General Casualty Company of America indomnifying
States Contractor Myers and Goulter, No. LOCP-3298, covering
construction of undercrossing of our line near Adrian, Washington
in accordance with agreement dated August 23, 1938.

The above policy has been approved by our law Dept. as to form and Treasurer as to assurity.

There is also attached for your files, copy of General Casualty Company of America's policy No. LOCF-5283 covering Contractors' Protective Property Damage and copy of Contractors' Public Liability policy No. PLS-CR-3763 of the General Casualty Co. of America covering the above contractor in handling the construction of the overhead bridge above referred to.

The Railway Company are not directly interested in the latter two policies

Ass't. to Chief Engineer.

CC-WCS TFL AFS RTT

JID-vmlg

NORTHERN PACIFIC RAILWAY COMPANY Office of the Treasurer

St.Paul, Minn., Nov. 4, 1938.

Mr. J. T. Derrig,

Asst. to Chief Engineer.

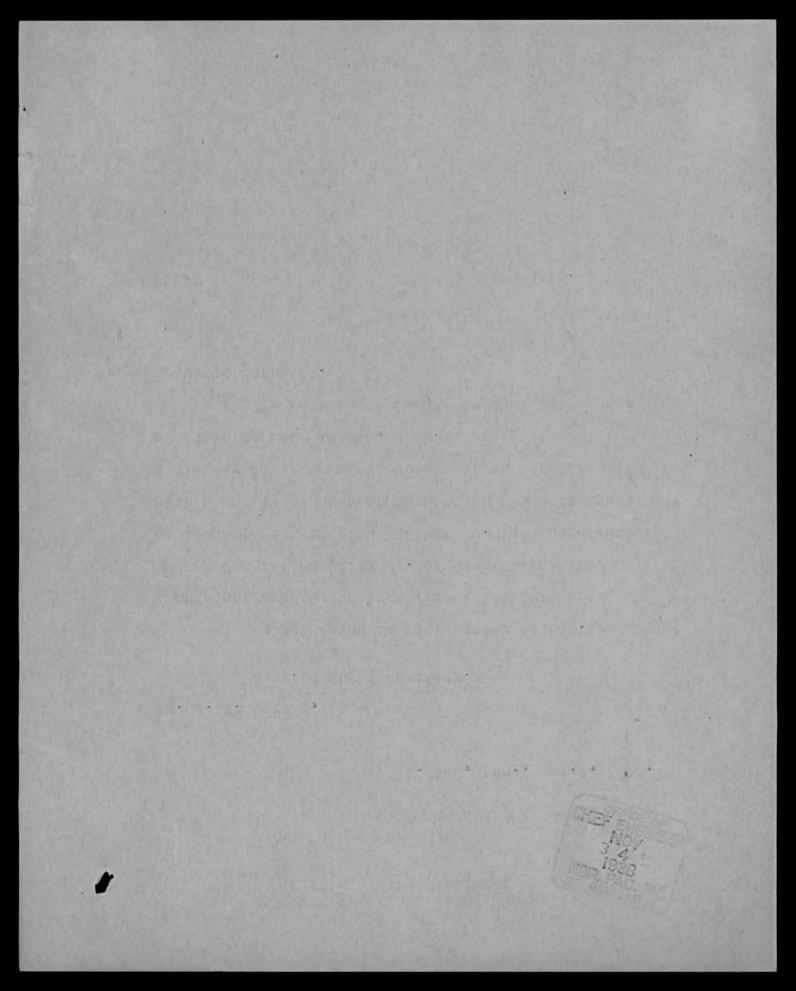
As requested in your letter of Nov.3rd

I have approved as to surety policies furnished
by the General Casualty Co. of America in favor
of the Northern Pacific Railway Co. in connection
with a contract State of Washington has with Myers
& Glouter covering construction of an undercrossing
of our Line near Adrian, Wash.

The policies attached to your letter are returned herewith.

PBL-F

O . A. Any



St. Paul, Nov. 3, 1938.

MR. P. B. LACY:

Herewith for approval as to surety the following policies furnished in connection with contract covering construction of undercrossing near Adrian, Washington.

Gen. Casualty Company of America Policy LOCP-3298 and PLC-CR-3763 and LOCP-3283.

Ass't. to Chief Engineer.

eno

villg

St. Paul, Minn., Nov. 2, 1938.

Subject:

Contract covering construction of undercrossing near Adrian, Washington. (2561-27)

Mr. J. T. Derrig:

I am returning your file and the insurance policies submitted with your letter of October 31 relating to the contract covering construction of an undercrossing near Adrian, Washington. The Owners' and Contractors' Protective Liability Policy No. 3298 is approved and has been initialed.

Assistant to General Counsel.

G:a enc.

St. Paul, October 31, 1938.

Mr. L. B. Da.Pontes

I am attaching General Casualty Company of America policies PLC-CR-3763 and LOCP-3283. These are policies required in the agreement between Mr. Goulter and the State of Washington and are ones in which the Railway Company is not particularly interested. Mr. Goulter also furnished General Casualty Company of America polich LOCP-3298 covering insurance in favor of the Railway Company, and which policy Mr. Macfarlane has approved.

These policies have been provided in accordance with agreement dated August 23, 1938, with the Railway Company and the State of Washington, covering grade separation near Adrian, Washington. Copy of agreement is in file 10229 attached.

If the protective public liability and property damage liability insurance in favor of the Railway Company meets with your approval as to form, will you please initial and return with file attached.

Ass't. to Chief Engineer.

JTD-vml

Seattle, October 25, 1938.

501-2-1

Mr. Bernard Blum:

Adco - Undercrossing for State of Washington Road PSH #7

The State of Washington let a contract dated September 29, 1938 to Mr. K. L. Goulter for the construction of the above mentioned undercrossing.

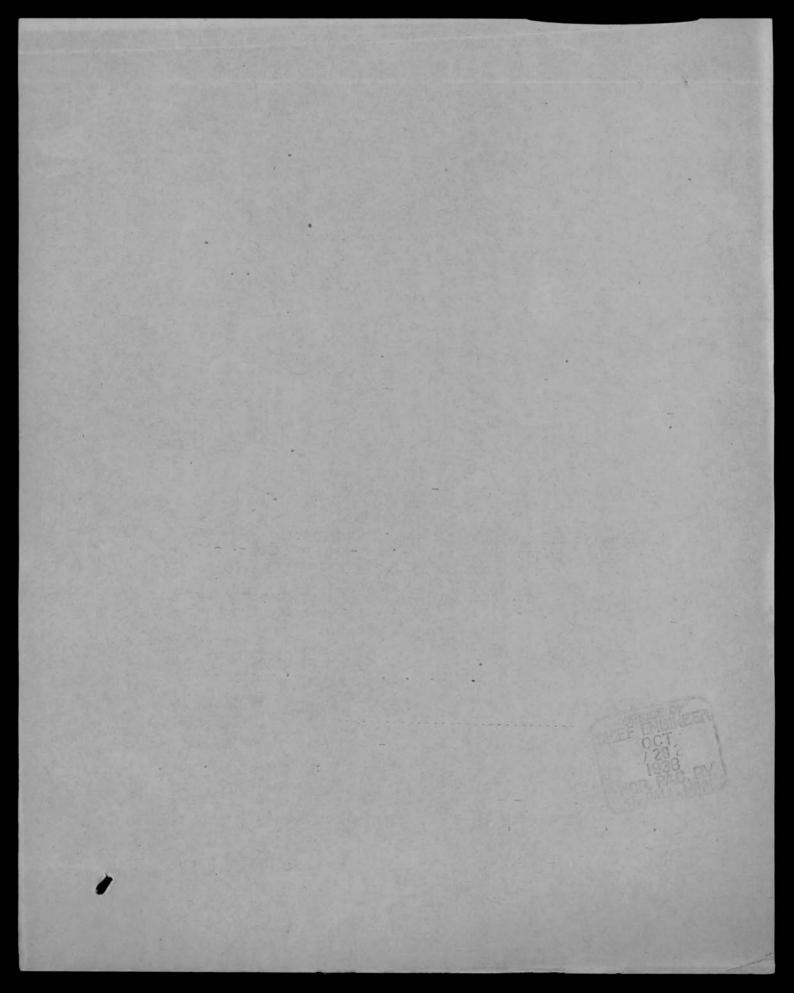
I have received from the State of Washington the following insurance policies furnished by Mr. Goulter in connection with his contract with the State:

General Casualty Company of America policies
PLC-OR-3763 and LOCP-3283. These are policies required in
the agreement between Mr. Goulter and the State of Washington
and are ones in which the Railway Company is not particularly
interested. Mr. Goulter also furnished General Casualty
Company of America policy LOCP-3298 covering insurance in
favor of the Railway Company, and which policy Mr. Macfarlane
has approved.

All three of these policies are attached hereto. I might add as a matter of information the first policy furnished in favor of the Railway Company was not satisfactory and was returned and the policy mentioned above, which has now been approved by Mr. Macfarlane, furnished.

ANB/w

ec GIH F.B. Or Stal



MR. W. C. SLOAN:

I am transmitting herewith AFE Idaho 85, amount \$26,535, to cover construction of permanent grade separation bridge near ADCO on the Washington Central Branch.

The work is to be done by the State under a WPA project in which the State receives a grant of 45% and will use State funds for the balance.

The net cost to the Railway is estimated at \$200 - which is to cover our expense in checking State plans and surveys.

As the structure will carry the track of the Rallway we will capitalize the entire cost. Some work is to be done by the Railway at Etate expense.

cc-Mr. H. B. Stevens

Mr. A. F. Stotley

bb/s

Doc. No. 17161 Saint Paul, Minnesota October 6, 1938

Mr. H. E. Stevens, Vice President

Mr. R. S. Macfarlane, Western Counsel, Seattle Mr. L. A. Behler, General Auditor (3) Mr. E. R. Wales, District Accountant, Tacoma

Mr. J. E. Thames, Eastern R/W Agent Mr. V. E. Williams, Western R/W Agent, Seattle

Mr. W. C. Sloan, General Manager

Mr. Fred Brastrup, Superintendent, Spokane

Mr. E. H. Friberg, Superintendent Telegraph

Mr. E. L. Mackenroth, Ass't Sup't Telegraph, Seattle > Mr. Bernard Blum, Chief Engineer (2)

Mr. A. F. Stotler, Asst. Chief Engineer, Scattle

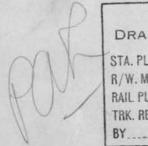
Mr. H. M. Tremaine, District Engineer, Spokane

Attached hereto is copy of agreement dated August 23, 1938, with State of Washington (Highway Department) covering construction of an underpass near Adrian, Washington,

Distribution of this agreement is limited to the list shown above. Agreement must not be copied and distributed to other departments or subordinate officers without approval of the Assistant Secretary.

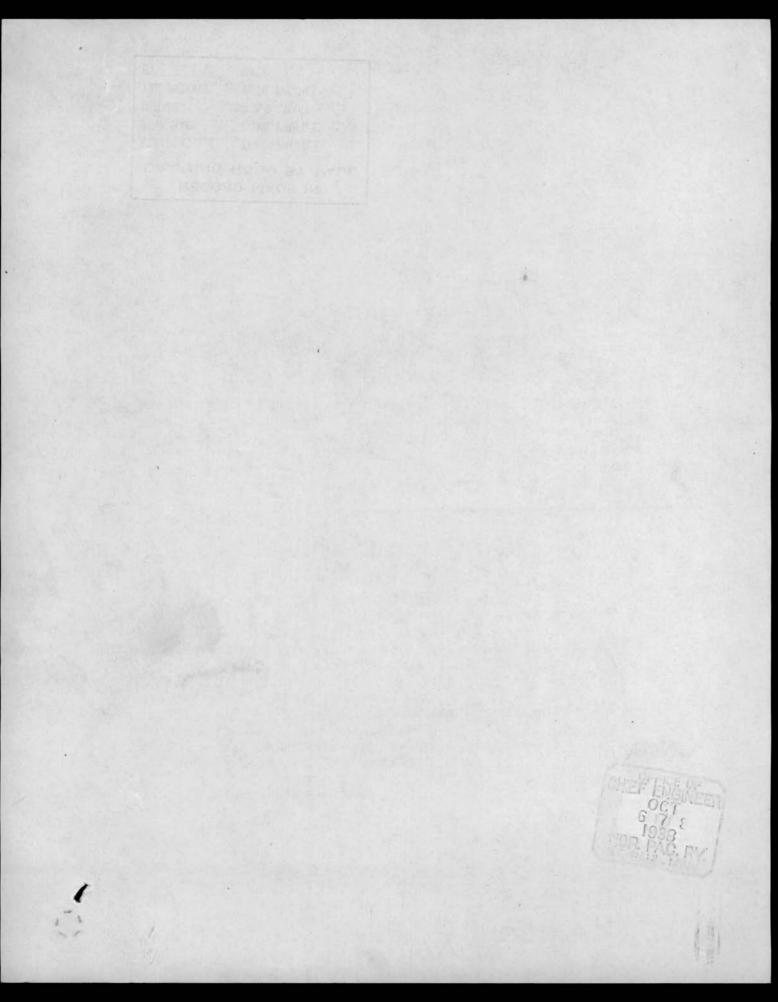
Kindly acknowledge receipt on enclosed form.

A. M. Gottschald, Assistant Secretary.



RECORD MADE IN DRAFTING ROOM ST. PAUL

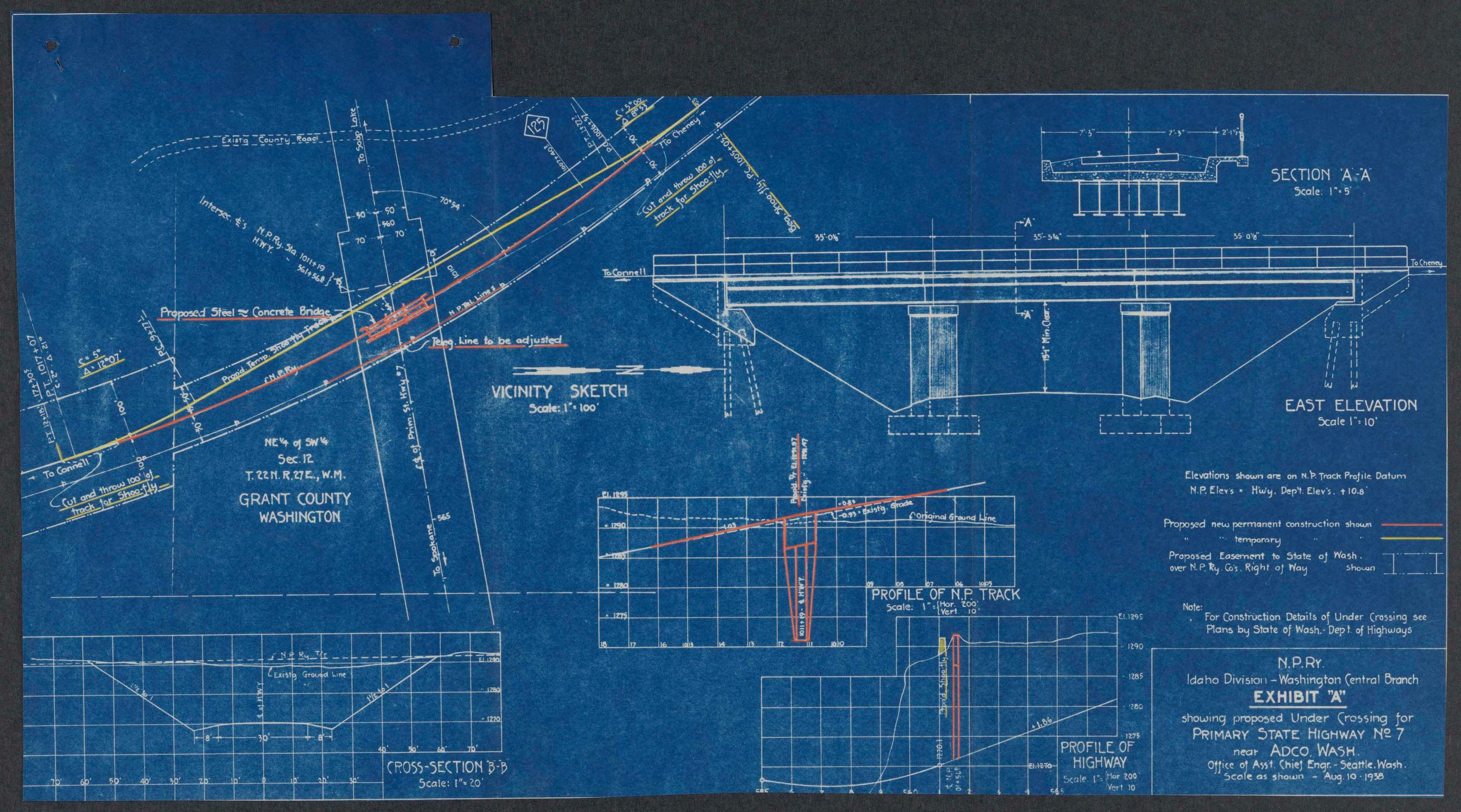
STA. PLAT. TRACK PROFILE 45-7 R/W. MAP COND. PROFILE ... RAIL PLAT R. & B. CHART TRK. RECORD BLDG. RECORD BY F.Y. DATE 11-9-38.



AGREEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF A RAILROAD. HIGHWAY GRADE SEPARATION NEAR ADRIAN, WASH. THIS AGREEMENT made and entered into this 23rd day of August, 1938, by and between the Department of Highways, of the State of Washington, acting through the Director of Highways, hereinafter called the "State", and the NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereinafter called the "Railway RSM WITNESSETH: -WHEREAS, the State and the Railway Company desire to construct a railroad-highway grade separation project carrying Primary State Highway #7 under the tracks of the Railway Company, 12 miles North of Adrian, in Grant County, Washington, in the NEL of SWt of Section 12, Township 22 N., Range 27 E.W.M., located Railway Mile Post No. 125+379; NOW, THEREFORE, in consideration of the covenants and agreements herein entered into and set forth, the parties agree as follows -The State will submit to the Federal Emergency Administration of Public Works, and recommend for approval as a P.W.A. Project, plans and specifications prepared by the State and approved by the Railway Company and the State for the construction of said project carrying Primary State Highway #7 under the tracks of the Railway Company, near Adrian, Washington, in Grant County, Washington, at the location and on the general plan shown on the attached map marked Exhibit "A", dated August 10, 1938. Said project shall be constructed from Federal funds, allotted to the State of Washington by the United States Government, in conjunction with State funds, subject to the rules and regulations of the Bureau of Public Roads, United States Department of Agriculture, relating to the elimination of hazards to life at railroad grade crossings. II. Upon approval of such plans and specifications by the Rail-way Company, the State and the Federal Government, the State shall undertake under said rules and regulations the construction of said project from said funds allotted to the State of Washington, Work to be performed and material to be furnished by the Railway Company is as follows: -Furnish and place rails, fastenings and other track material on shoofly track, and surface track. Remove ties, rails and fastenings from the site of new undercrossing structure. Replace ties, rails and fastenings over new undercross-3. ing structure and surface track. Furnish and place additional ballast for railway ballast raise on approaches to new undercrossing structure. Contractor to furnish and distribute ballast on new undemorossing structure. - 1 -

Remove rails and fastenings and shoofly track, Furnish material for and make all necessary temporary or permanent changes in existing telephone and telegraph lines, right of way fences, signs, signals, or other railway facilities, necessitated by this undercrossing, All other work shall be performed by the State, including all necessary labor and material, to complete the project. Advance payments to cover current construction costs of work performed by the State will be made by it from its own funds, to the extent that such costs are reimbursable under the provisions of General Administrative Memorandum No. 39 and amendments thereto of said rules and regulations, referred to in Section I. The Railway Company may employ and furnish such flagmen as may be necessary to protect railroad traffic during the progress of the work contemplated under this agreement. The Railway Company shall make advance payments for the costs of work to be performed by it. All work performed by the Railway Company with its own forces shall be in accordance with the working agreements between the Railway Labor Unions and the Railway Company. Pursuant to an audit by the Federal Government, the State shall reimburse the Railway Company, upon the rendition of bills by it, for the cost of all such work performed and material furnished by said Railway Company in accordance with said General Administrative Memorandum No. 39. III. All rights of way, except that owned by the State, required for the relocation of the tracks of the Railway Company and for the readjustment and relocation of railroad facilities, in-cluding temporary shooflys, shall be furnished by the Railway Company at its own expense and all rights of way (except that owned by the Railway Company) required for the construction, relocation and adjustment of the highway, including temporary detours, shall be furnished by the State at its own expense. IV. The contract between the State and its contractors shall require the contractors involved to provide, for the protection of the Railway Company and the State, protective public liability and property damage liability insurance, providing for a limit of not less than Ten Thousand Dollars (\$10,000.00) for all damages not less than Ten Thousand Dollars (\$10,000.00) for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of Twenty Thousand Dollars (\$20,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular protective property damage liability insurance providing for a limit of not less than Ten Thousand Dollars (\$10,000.00) for all damages arising out of injury to or destruction of property in any accident and, subject to that limit per accident, a total aggregate limit of Twenty Thousand Dollars (\$20,000.00) for all damages arising out of injury to or destruction of property during damages arising out of injury to or destruction of property during the policy period, executed by a corporation qualified to write the same in the State of Washington, in form satisfactory to the Rail-way Company, before commencement of work. - 2 -

The Railway Company may protect itself by appropriate insurance coverage with respect to bodily injury to or death of persons and injury to or destruction of property which may result from work which the Railway Company may perform as a necessary incident to the construction of said undercrossing and the changes in the Railway Company's tracks and facilities incident thereto, with limits as set forth in the first paragraph of this section, and premium on such coverage may be included in bills submitted to the State by the Railway Company. Said bridge shall be so designed and constructed as to allow the horizontal and vertical clearances for the highway as may be agreed on. Plans for the temporary false work shall be submitted to the Railway Company for approval before commencement of work. If the Contractor desires a work spur, the Railway Company, where practicable in its opinion, shall furnish such spur upon execution of agreement therefor by Contractor, and the Railway Company shall be reimbursed by the Contractor for the cost thereof. VI. The State and its Contractors shall carry on their work to the satisfaction of the Railway Company in a workmanlike manner and with the minimum of interference with traffic on the railroad. Upon completion of the work, the State shall remove from the property of the Railway Company all unused material, buildings, debris used on or resulting from the construction of the project and shall leave the premises of the Railway Company in a neat and presentable condition. VII. After completion of the project, the bridge shall be maintained in accordance with Sec. 3, Chap. 22, Laws of Washington 1937. Neither party will do or permit anything to be done to reduce the horizontal or vertical clearances provided for by said plans. In the event any changes in or additions to the tracks and other racilities of the Railway Company are made in the future, the usefulness of such bridge for the purpose of said grade separation shall not be impaired. IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year hereinbefore written. THE DEPARTMENT OF HIGHWAYS STATE OF WASHINGTON L. V. Murrow, Director of Highways. NORTHERN PACIFIC RAILWAY COMPANY Attest: A. M. Gottschald, By: H. E. Stevens, Vice President. Assistant Secretary. (SEAL) - 3 -



Mr. J. G. Brennen, Engineer of Grade Crossing Protection, Association of American Railroads, Transportation Building, Washington, D. C.

Dear Sir:

Replying to your letter of the 19th inquiring as to possible contribution for cost of highway underpass on Primary State Highway No. 7, between Ephrata and Stratford, Docket No. 1415. PWA for State of Washington -

The highway including the entire construction of the underpass is to be carried out without any contribution on the part of the Railway Company. The State are using their own funds for the amount required over and above the PWA grant.

As far as benefit goes, the Railway Company will receive the usual benefit of a grade separation, although the line in question is very little used by us. It has been used more or less for hauling freight for construction of the Grand Coulee Dam. When the irrigation of the Columbia Basin is undertaken on completion of the Grand Coulee Dam, then the Northern Pacific line in question would become an important branch line as it is in the heart of the land to be irrigated under the Grand Coulee Dam.

Yours truly,

ASSOCIATION OF AMERICAN RAILROADS

OPERATIONS AND MAINTENANCE DEPARTMENT

JOINT COMMITTEE ON GRADE CROSSING PROTECTION

TRANSPORTATION BUILDING

WASHINGTON, D. C.

J. M. SYMES
VICE PRESIDENT
OPERATIONS & MAINTENANCE DEPARTMENT

OFFICERS OF JOINT COMMITTEE F. RINGER, CHAIRMAN R. E. WOODRUFF, VICE CHAIRMAN H. A. ROWE, VICE CHAIRMAN A. H. RUDD, VICE CHAIRMAN L. C. HEILMAN, SECRETARY

September 19, 1938

Mr. B. Blum, Ch. Engr., Northern Pacific Railroad, St. Paul, Minnesota.

Dear Sir:

I notice in the releases of the Public Works Administration making grants to various states and municipalities for improvements the following item.

Docket No. 1415. State of Washington. Highway improvements.

Primary State Highway No. 7 between Ephreta and a point 3 miles east of

Stratford (Lincoln County Line) together with a highway underpass at the

Northern Pacific Railway. Estimated cost of project - \$312,000. Estimated

Grant 45% - 140,400.

As a matter of information for our committee, I would appreciate advice if the railroad company will be required to pay any part of the cost, and, if so, what proportion. Also will it receive the benefit of any part of the grants.

Very truly yours,

I. G. Brennan.

ASSOCIATION OF AMERICAN BAILROADS

JOINT COMMITTEE ON SEARS CHOSSING PROTECTION OPERATOR AND MAINTED MUCE BEYOR MENT

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St. Paul, Minn., Sept. 19, 1938

Mr. A. F. Stotler:

Referring to your letter of August 27th:

Attached is agreement with the State of Washington covering undercrossing near Adrian.

This agreement has been executed by the Railway
Company and I am returning herewith one copy for delivery
to the State.

TG:k

Chief Engineer

St. Paul, Minnesota,

September 16, 1938.

MR. BERNARD BLUM:

Your letter of September 10.

Attached for delivery is agreement, which
I have executed, with the State of Washington covering
the construction of an underpass at Adco.

The Northern Pacific copy has been filed with the Assistant Secretary.

cc - Mr. A. M. Gottschald

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VIEW 3

Mr. B. Blum, Chief Engineer.

Mr. A. F. Stotler, Asst. Chief Engineer, Seattle, Wash.

Mr. G. I. Hayward, District Engineer, Seattle, Wash.

Mr. V. E. Williams, Western Right of Way Agent, Seattle, Wash.

St. Paul, Minn., September 7, 1938.

Mr. E. L. Mackenroth, Asst. Supt. Telegraph, Seattle, Wash.

Mr. Fred Brastrup, Division Superintendent, Spokane, Wash.

Mr. W. C. Smith, Asst. Tax Commissioner, Seattle, Wash.

I attach for your files copy of easement R. W. 3935 dated September 2, 1938, by which the Northern Pacific Railway Company granted the State of Washington permission to construct a public highway undercrossing on a 140 ft. strip across the right of way in the NETSWIT of Section 12, Township 22 North, Range 27 East, W. M., near Adco, Wash.

Easement has been filed in this department as Washington Central Branch Deed #310.

J. E. Slames

Eastern Right of Way Agent

AT-M

RECORD MADE IN DRAFTING ROOM ST. PAUL STA. PLAT._____ TRACK PROFILE R/W. MAP COND. PROFILE R. & B. CHART ... BLDG. RECORD DATE 9

HAM PLAT THE LONG HOUSE WITH 57.24 BE

NORTHERN PACIFIC RAILWAY COMPANY, 'a Wisconsin comporation does heroby, in consideration of the agreements herein contained GRANT to the STATE OF WASHINGTON permission save as herein limited to use for and construct thereon a public highway undercrossing and for no other purpose that portion of its right of way for its Washington Central Branch in the County of Grant and State of Washington, described as follows:

A strip of land one hundred forty (140) feet in width being seventy (70) feet wide on each side of the center line of Primary State Highway No. 7 as the same is now located, staked out and to be constructed as the reilroad right of way and under the main track of said Railway Company for its said
Branch Line hereinabove referred to in the northeast quarter of
southwest quarter (NEtofSW1) of section twelve (12), township
twenty two (22) north, range twenty seven (27) east, Willamette
Meridian, said railroad right of way being one hundred (100) feet in width, or fifty (50) feet wide on each side of the main track center line.

For more particular description and as explanatory hereof reference is hereby made to the EXHIBIT attached hereto and made a part hereof prepared in the office of the Assistant Chief Engineer of said Railway Company, dated August 10,1938 which exhibit shows colored in solid RED the strip of land hereinabove described.

The rights hereby granted are subject, however to existing per-mits and leases heretofore granted by said Railway Company along or across the above described premises.

It is understood and agreed by and between the Railway Company and the State that the undercrossing shall be constructed at the sole expense of the State and that the plans for said undercrossing shall be prepared by the State and submitted to and approved by the Railway Company prior to the commencement of construction. The Railway Company agrees to maintain the span and its supports after said undercrossing shall have been constructed, and further details of construction shall be covered by an agreement to be entered into between the Railway Company and the State.

Should the construction and maintenance of said highway interfere with or damage the poles or wires of the Reilway Company or the Wester. Union Telegraph Company the Railway Company may relocate said poles or wires or repair any damage done thereto and the State shall pay all cost of such work upon presentation of bills therefore.

The State agrees to cut and remove or cause to be cut and removed at its sole expense all moxious weeds and vegetation growing on the strip of land above described, the said work of cutting and removal to be done at such times and with such frequency as to comply with state and local laws and regulations.

The State further agrees at its sole cost and expense to provide adequate drainage and to indemnify and save harmless the Reilway Company from all claims for flood damage due to the construction of said highway on the Railway Company's right of way

The rights hereby granted shall continue so long as said highway undercrossing is maintained by the State.

Dated this day of Section 1938.

NORTHERN PACIFIC RAILWAY COMPANY

By ... Scandrett

Vice President

Attests

Assistant Souretary

STATE OF MINNESOTA)
County of Remsey. (

1938, before me personally appeared

R & Sonnerst to me known to be the Vice

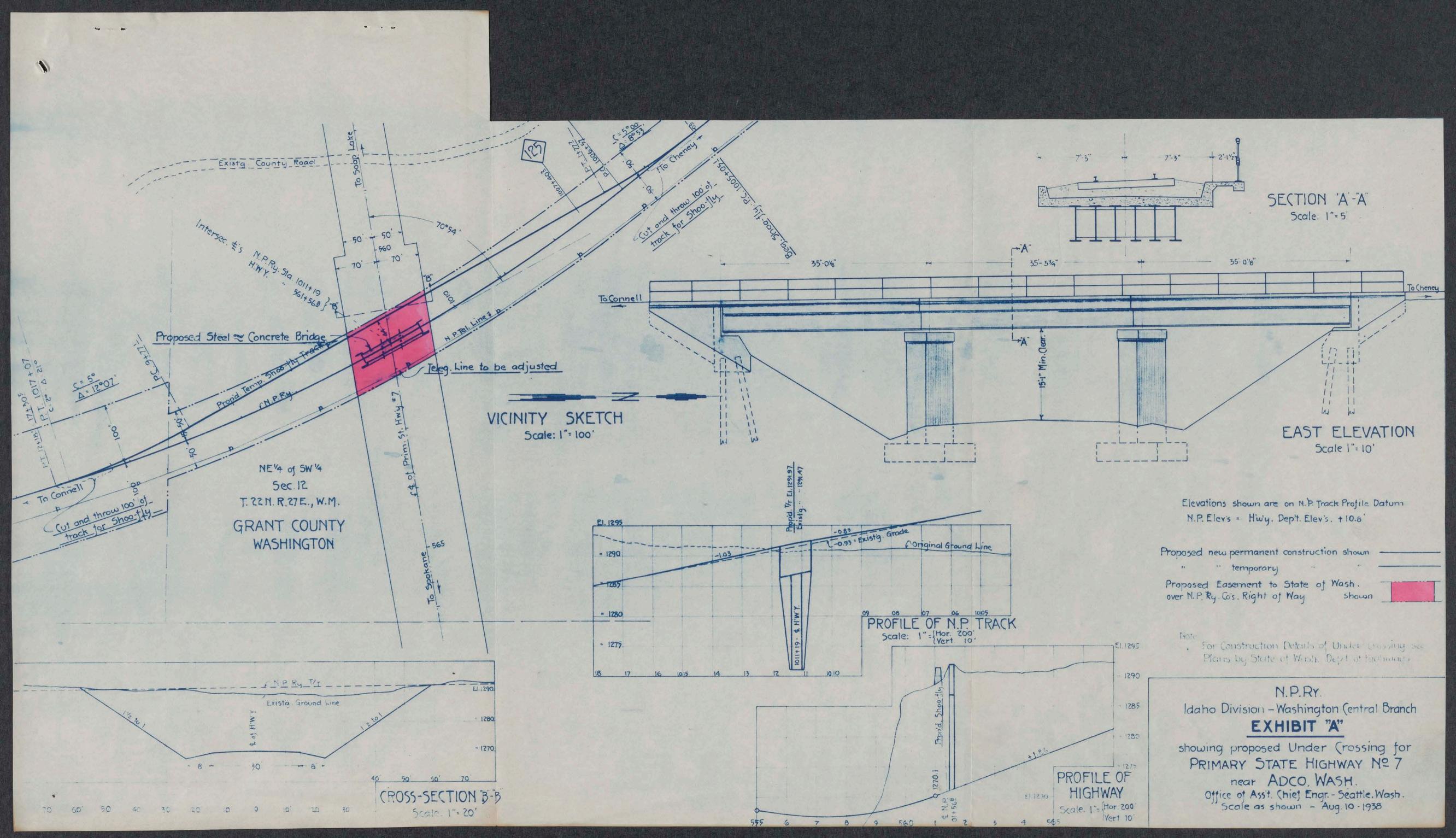
President of the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official scal the day and year above written.

C. B. Theits

(Seal)

Notary Public, Ramsey Co., Jinn My Commission expires Janu by 24,1944



St. Paul, Minn., Sept. 10, 1938

Mr. H. E. Stevens:

I am forwarding herewith for your approval two agreements between the State of Washington and the Railway Company to cover construction of underpass grade separations.

One is to cover an underpass about two miles west of Ritzville, the other an underpass north of Adrian on the Connell Northern at Adco.

The Ritzville underpass is an item under the Federal grade separation program and the Adrian underpass is being carried out by the state partially with its own funds and the balance with a W.P.A. allotment. All payments are made by the state including reimbursement to the Railway Company for doing certain track work on the Shoefly and in restoring the main track structure. The Adrian underpass does not affect the allotment of federal funds to the Northern Pacific for grade separation work.

The agreement has been approved by the Law Department, Seattle and St. Paul, and I see no objection to the provisions, which follow out a standard of grade crossing contract worked out by the Washington Highway Department and the Railway lawyers. However, there is one paragraph in both forms which I think have no place therein. The nat to the last paragraph on page No. 2 starting "advance payments to cover current construction costs" states that the Highway Department will reimburse itself for such work as it may do with its own money. The Northern Pacific has no part in this and, therefore, is out of place in this agreement. I wired Mr. Stotler, calling attention to the wording, and he has replied that the wording in question is insisted upon by the state who advised him that the Bureau of Public Roads will not approve of the agreement unless it is included. I thought at first that there was an error contained in the agreements and it was meant to say that various payments covering work performed by the railroad would be made by the state from its own funds, but that is not necessary in view of the last sentence of the following paragraph.

Under the circumstances I recommend approval of both forms of agreements.

BB:k

St. Paul, Minn., Sept. 10, 1938

Mr. H. E. Stevens:

I am forwarding herewith for your approval two agreements between the State of Washington and the Railway Company to cover construction of underpass grade separations.

One is to cover an underpass about two miles west of Pitzville, the other an underpass north of Adrian on the Connell Morthern at Adco.

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Under the circumstances I recommend approval of both forms of agreements.

TELEGRAM—BE BRIEF

TIME FILED

M.

St Prul Sept 9 1958

Mr. A. F. Stotler Seattle

RE FORMS OF AGREEMENT WITH HIGHWAY DEPARTMENT MASHINGTON COVERING ADRIAN AND RITZVILLE UNDERCROSSING WHAT IS THE PURPOSE OF MEXT TO THE LAST PARAGRAPH ON PAGE TWO STARTING "ADVANCE PAYMENT TO COVER CURRENT CONSTRUCTION" THIS PARAGRAPH ON BOTH FORMS COVERS A SUBJECT IN WHICH THE RAILWAY COMPANY IS MOT A PARTY AND I BELIEVE CAN BE ELIMINATED. DO YOU MEAN THAT THE STATE MOULD MAKE ADVANCE PAYMENTS TO THE RAILWAY COMPANY IF SO IT SHOULD BE REWRITTEN ADVISE I AM STILL WAITING FOR COPY OF FORM OF AGREEMENT APPROVED BY THE STATE AND SEVERAL RAILROADS B-92

De free marerosur Bena D BLUM
Refree answer

St. Paul, Minn., Sept. 8, 1938.

Subject:

Undercrossing for State of Washington Road PSH #7. (2561-27)

Mr. Bernard Blum:

I have initialed the agreement which has been executed by the State of Washington covering the construction of a bridge at Adrian.

I note that this agreement was prepared by Mr. Macfarlane from the form which has been agreed upon by the State. This last statement is also made in your letter of September 6 submitting the contract covering the grade separation bridge near Ritz-ville.

Will you please send me a copy of the form which has been agreed upon by the Northern Pacific and the State, and also advise if this form has been agreed to by the other rail lines operating in Washington?

Assistant to General Counsel.

G:a encl.

Saint Paul, September 2, 1938

MR. L. B. daPONTE:

I am handing you herewith letter from Mr. Stotler under date of the 27th ult., together with form of agreement with the STATE OF WASHINGTON covering construction and maintenance of a grade separation bridge at ADCO on the Washington Central Branch.

This agreement was prepared by Mr. Macfarlane from the form which has been agreed on with the State.

Will you please advise if this agreement meets with your approval?

bb/s

MR. BERNARD BLUM:

Attached hereto is two copies of proposed agreement with State of Washington covering construction of proposed underpass, ADCO. Your attention is called to Mr. Stotler's letter of August 27th, advising that the first three sheets of the agreement have been revised.

Your attention is called to the fact that Section 1 now indicates that this project will be handled by the Federal Emergency Administration of Public Works, and recommended for approval as a P.W.A. Project.

Section 2 indicates the work to be done by the Railway Company, and the last part of this section indicates that the Railway Co. will be reimbursed in accordance with General Administrative Memorandum No. 39. The State undoubtedly have in mind General Administrative Memorandum No. 39, Bureau of Public Roads, dated Dec. 23, 1937.

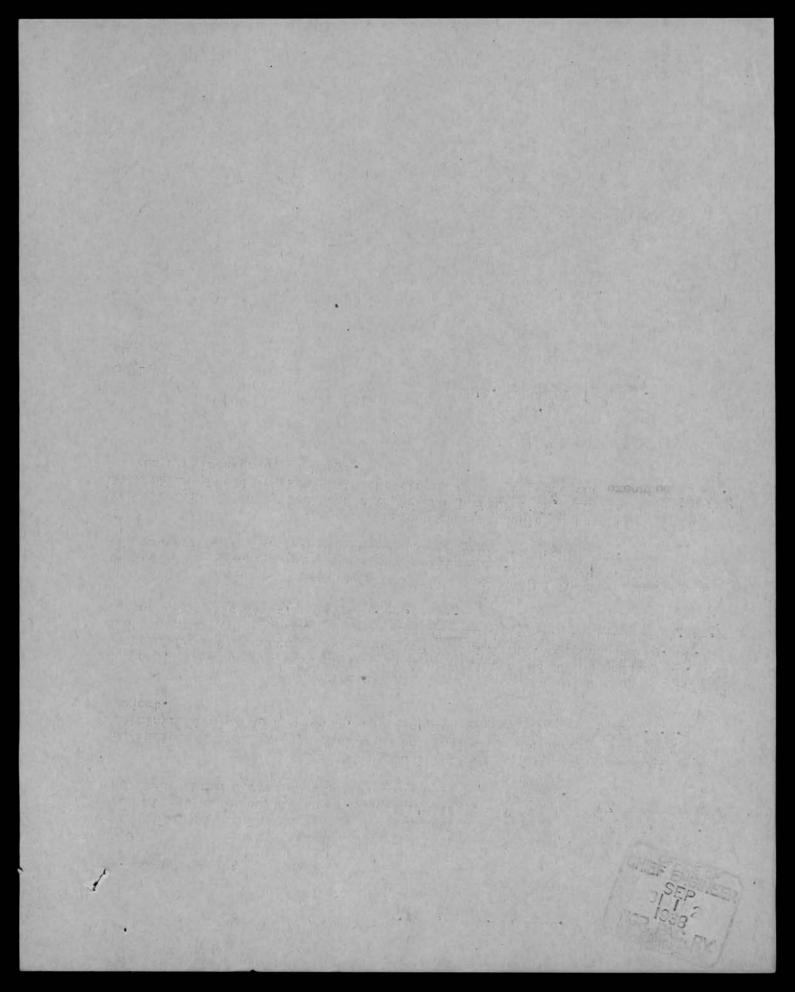
The question might be raised as to the authority of of the State to apply provisions of Memorandum No. 39 to work handled under the Federal Emergency Administration by the State of Washington.

The State have been reasonable in accepting bills for the State Highway work under their own jurisdiction, and for that reason, I think we should go along with the agreement as prepared and executed by Mr. Murrow as Director of Highways.

Ass't to Chief Angineer

JTD-vml

Ama Mulahan



MR. BERNARD BLUM:

Attached hereto is two copies of proposed agreement with State of Washington covering construction of proposed underpass, ADCO. Your attention is called to Mr. Stotler's letter of August 27th, advising that the first three sheets of the agreement have been revised.

Your attention is called to the fact that Section 1 now indicates that this project will be handled by the Federal Emergency Administration of Public Works, and recommended for approval as a P.W.A. Project.

Section 2 indicates the work to be done by the Rei Iway Company, and the last part of this section indicates that the Reilway Co. will be reimbursed in accordance with General Administrative Memorandum No. 39. The State undoubtedly have in mind General Administrative Memorandum No. 39, Bureau of Public Roads, dated Dec. 23, 1937.

The question might be raised as to the authority of of the State to apply provisions of Memorandum No. 39 to work handled under the Federal Emergency Administration by the State of Washington.

The State have been reasonable in accepting bills for the State Highway work under their own jurisdiction, and for that reason, I think we should go along with the agreement as prepared and executed by Mr. Murrow as Director of Highways.

Ass't. to Chief Engineer.

JTD-vml

Saint Paul, August 30, 1938

MR. H. E. STEVENS:

Herewith for approval form of easement to the STATE OF WASHINGTOM for a crossing of the right of way on the Washington Central Branch at ADCO by primary state highway 7.

The State is to construct an underpass bridge without expense to the Railway; and it is necessary that an easement be furnished to cover the use of our right of way.

The agreement has the usual protective clauses except liability insurance, which is included in the form of contract between state and railway covering construction of the underpass.

I recommend approval of the easement.

bb/s

TANGO. Mr Blun Evennent ok agreement which was signed by state \$ 29 Contains Lefelety Counce 125 30

TELEGRAM—BE BRIEF

TIME FILED

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174 CF V

SEATTLE AUG 29 1938

BERNARD BLUM

STPAUL

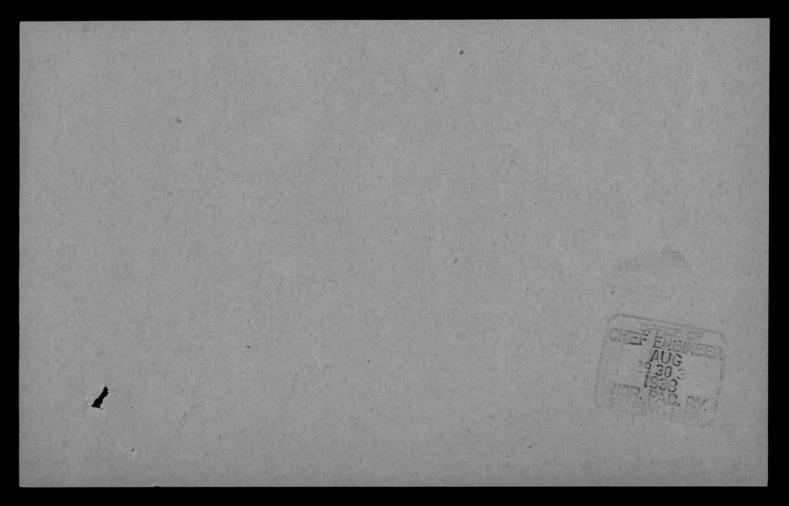
D-228 AGREEMENT EXECUTED BY STATE FORWARDED TO YOU TONIGHT

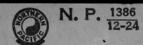
B-94

A F STOTLER

743P

Tiel Ber Park ruments of 34





TELEGRAM—BE BRIEF

TIME FILED M.

10229

ST PAUL AUG 29 1938

A F STOTLER SEATTLE

YOUR IS TILR OF SEVENTEENTH TRANSMITTING AGREEMENT UNDER CROSSING
NEAR ADRIAN TO THE STATE STOP ADVISE STATUS D-228
BERNARD BLUM

Seattle, August 27, 1938. 501-2-1

Mr. Bernard Blum:

Adco - Undercrossing for State of Washington Road PSH #7

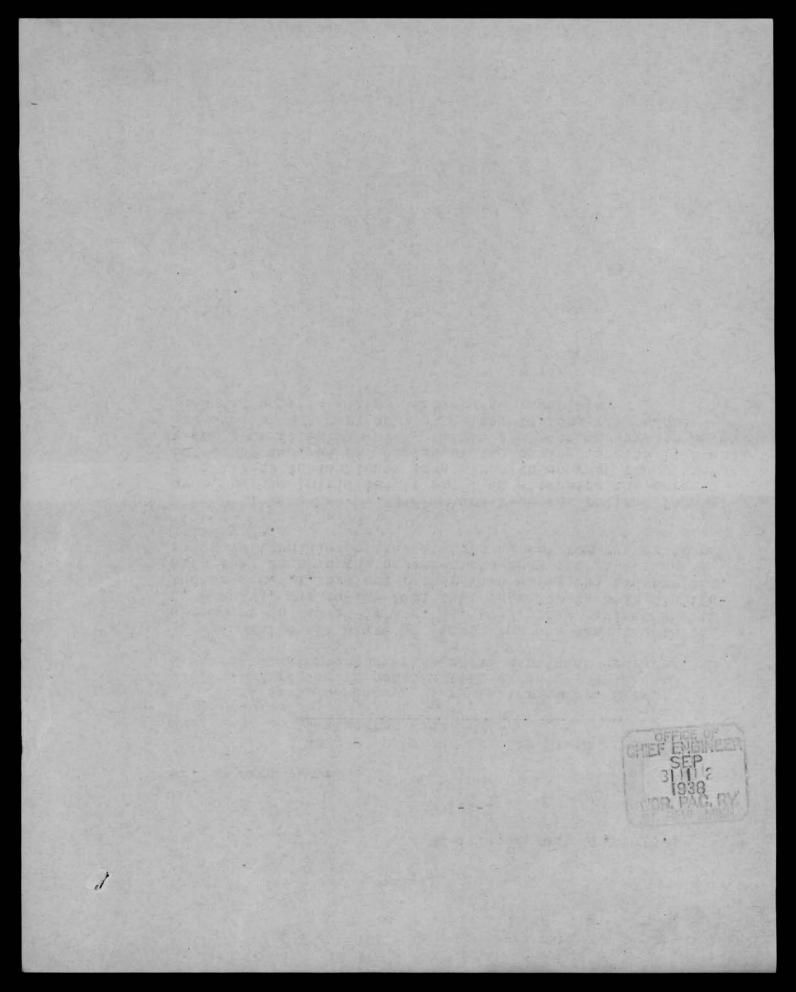
I sent you a copy of my letter to Mr. Murrow of Aug. 17 regarding construction agreement with the State of Washington covering above mentioned crossing.

While the State of Washington has executed this agreement and dated it Aug. 23, 1937, they revised sheets 1, 2 and 3, due to the fact that this job is being initiated as a P.W.A. project rather than a Federal Aid project. Also they changed the agreement to show that the ties would be furnished by the State's contractor rather than Railway Co.

I have had Mr. Macfarlane look the revised form over, he has initialled it and I am attaching the agreement hereto in duplicate together with copy of the State's letter of Aug. 24 and copies of the revised sheets 1, 2 and 3 for your files and wish you would please arrange to have executed on the part of the Railway Co. and return one executed bopy to me for delivery to the State.

ANB/W

oc GIH



STATE OF WASHINGTON

CLARENCE D. MARTIN, GOVERNOR

DISTRICT OFFICES

NO 2 WENATCHEE NO 3 OLYMPIA 204 NO FRANKLIN ST.



DISTRICT OFFICES

NO. 4 VANCOUVER

NO. 5 YAKIMA

NO. 6 SPOKANE N. 2820 MAYPAIR ST.

DEPARTMENT OF HIGHWAYS

LACEY V. MURROW, DIRECTOR

HIGHWAY BUILDING

August 24, 1938

60/2/

Mr. A. F. Stotler Assistant Chief Engineer Northern Pacific Railway Co. Seattle, Washington

> PSH No. 7, Undercrossing Near Adrian (M.P. 125+379)

Dear Sir:

Reference is made to your letter of August 17 enclosing draft of agreement between your company and this department for the construction and maintenance of the proposed undercrossing on Primary State Highway No. 7 north of Adrian. The form of agreement is satisfactory except that in this perticular case, the project is being initiated as a P.W.A. project rather than a regular Federal Aid project, and it will, therefore, be necessary to revise the description of the project and references to the branch of the Federal Government in the proposed agreement. We have, therefore, rewritten pages 1, 2 and 3 making the necessary changes to conform to the pature of the project and funds involved.

There is only one change which we have made with respect to the details of construction. Under Section II, Subdivision (1), the word "ties" has been stricken inasmuch as the plans contemplate that the ties will be furnished by the contractor rather than the railway company. In order to avoid unnecessary delay in the transmitting of the proposed changes for your approval, we have approved the agreement as rewritten and have had it executed by the Director of Highways in behalf of this department. We trust that these changes will be acceptable to you.

Yours very truly,

L. V. MURROW Director of Highways

prist.

LVM:RM HGP By: H. G. PORAK Engineer, Plens and Surveys

cc - Mr. Davis

Saint Paul, August 26, 1938

MR. A. F. STOTLER:

Your letter of August 19th to Mr. Murrow transmitting form of construction agreement covering proposed underpass west of RITZVILLE, also your letter of the 17th to Mr. Murrow, attaching form of agreement covering undercrossing at ADCO.

I do not seem to have advice whether the standard form of Aug 8777- V agreement was finally approved by the railway lawyers, and if so, whether the contracts sent to Mr. Murrow for execution conform to that standard form.

Will you please advise?

bb/s

Mi Blein Millehan was up to see you this morning in Connection with you letter on Egalle Deperation at alaco. I showeahim the fell. Ofter reading the last paragraph of Me Stotlers letter to m. murrow Mulehan statea it was not advisable to make any con at Mi Clehan's suggestion I were statle his reply next aliachea. MU/8/25-38

TELEGRAM—BE BRIEF

TIME FILED

M.

SEATTLE AUG 25 1938 BERNARD BLUM

ST PAUL

B-251 AGREEMENT WAS PREPARED BY MACFARLANE FROM FORM WHICH WE HAVE AGREED ON WITH STATE OF WASHINGTON THIS IS SAME FORM AS USED IN CONNECTION WITH BASSETT JUNCTION JOB WHILE THERE ARE MINER DIFFERENCES BETWEEN OUR FORM AND THAT APPROVED BY OTHER ROADS THIS IS THE FORM WHICH WE HAVE TECHNICALLY AGREED UPON WITH THE STATE. B-91

A F STOTLER

LLS PM



TELEGRAM—BE BRIEF

TIME FILED

M.

Saint Paul, August 25, 1938

A F Stotler

Seattle

(Your letter 17th inst.)

Aconite to Murrow regarding Adco undercrossing agreement. Was

this agreement submitted or prepared by Macfarlane. Law Department

inquiring if standard form of agreement State of Washington has been

agreed to by counsel of all railroads. B-251

Bernard Blum

2561-27

Saint Paul, August 22, 1938

MR. L. B. daPONTE:

I am handing you herewith copy of form of agreement which Mr. Stotler has sent to the State of Washington for execution covering construction and maintenance of a grade separation bridge at ADCO on the Washington Central Branch:

The form I believe is in accordance with draft of standard form which Mr. Gehan looked over a few weeks ago.

I have in mind in sending this to you now that if there are any changes which you think should be made we can wire Mr. Stotler promptly and have it taken care of before the State completes execution.

bb/s

Benad Blum



The form I believe is in accordance with draft of standard form which Mr. Gehan looked over a few weeks ago.

I have in mind in sending this to you now that if there are any changes which you think should be made we can wire Mr. Stotler promptly and have it taken care of before the State completes execution.

bb/s

MR. A. F. STOTLER:

Referring to your letter of the 17th to Mr. Mumrow, transmitting form of agreement covering construction of undercrossing at ADCO on the Washington Central branch:

There is one element in the form that I believe it would be worth while discussing with Mr. Murrow: under the second paragraph of section 5 the contractor has the obligation of paying for a work spur. I believe it is to the advantage of the Railway, where there is a shoofly to be constructed, to have one end of the shoofly connected with the main track by a turnout. This will leave that part of the original main line between the frog and the bridge, end as a spur for setting out cars for the convenience of the contractor. If the contractor has to pay for a turnout, etc. it is making an inducement for him to have his material hauleed in by truck.

We recently consummated an agreement with the State of Montana for an underpass two miles south of Laurel, and this was discussed with the State and they agreed to bear the obligation of the turnout.

cc-Mr. H. M. Tremaine

bb/s

AIR MAIL



Saint Paul, August 19, 1938.

Mr. A. F. Stotler:

Plans prepared by the State covering proposed undercrossing near Adrian, Washington, transmitted with yours of August 15, have been checked over. We have the following criticisms to make:

Sheet 2: We believe that nine 3/4" bars with hooked ends should be provided in the rear face of the parapet on the abutments in order to take up the bending moment produced by the wing walls; otherwise there appears to be a weakness at the junction of the parapet with the wing walls. This would take the place of three 5/8" rods No. 8 shown on the design. We also believe that rods marked "3A" in the abutments should be increased to one inch diameter and hooked ends provided.

Sheet 3: We believe that rods Nos. 101 and 104 in the footing of pier 2, and Nos. 201 and 204 in the footing of pier 3, should be one foot longer than called for on the plan.

Sheet 4: 12" x 3/4" masonry plates are called for under the bearing plates. According to our computations all of these plates should be not less than one inch thick, and the width of these plates at the expansion ends should be increased to 13 inches in order that the bearing plate will have proper support in any position. The increase in thickness of the masonry plates increases the over-all dimensions on sheet 4 and also reduces the mortar joint on top of the piers and abutments by 1/4 inch. Eight inch diameter holes are provided in the diaphragms over the bearings for inspection and painting. These should be increased to rectangular holes 8 inches wide and 12 inches long for greater convenience in doing the necessary work at these locations. The corners of these holes need not be square.

Sheet 5: We do not feel that the drainage system proposed by the State should be approved as it is felt that this would not provide proper protection after it had been installed a short while. The membrane waterproofing

over the expansion joints would undoubtedly fail as the result of expansion and contraction of the deck which would in time permit water to get through the expansion joints and on to the steel and faces of the concrete. With a grade of one percent it would be particularly desirable to prevent water running down the grade and reaching the deck of the bridge. This could be easily accomplished by constructing a thin curb on top of the parapet on the north abutment and a similar curb on the adjacent end of the deck slab. This would be carried up nearly to the top of rail and in a manner similar to that shown on our plan for the proposed crossing at Ritzville. We also believe that the design of the slab at the low end of the deck at the Ritzville crossing is preferable to that shown by the State for the Adrian crossing inasmuch as the slab is carried across to the rear of the parapet. It would be necessary, of course, to provide zinc plates for movement of the slab on the parapet. To take care of the situation at pier 2, curbs similar to those suggested at the south abutment should be provided, together with pipe drains from the slab on span No. 1. If it is preferred to use the expansion plate device shown on the plans at pier No. 2, this plate could be raised about four inches in order to form a dam to prevent water running over the expansion joint. This would be carried out somewhat similar to the detail used by the State in the design of the deck of the undercrossing on the wye at Easton. There appears to be no objection to the detail over pier No. 3.

M. W. BEACT

cc-Mr. Bernard Blum

TELEGRAM—BE BRIEF

TIME FILED

M.

170CFR

SEATTLE AUG 18 1938 BERNARD BLUM

ST PAUL

WISH YOU WOULD ADVISE QUICKLY AS POSSIBLE REGARDING STATE PLANS UNDERCROSSING AT ADRIAN WHICH I SENT YOU AUGUST 15 TH. B--85

A F STOTLER 612PM



56-14 ian

9.75 to get State to allar one winter for Span 1-5-August 17, 1938. Attention: Mr. H.W. Pierong

Mr. L. V. Murpew, Director of Highways, Olympis, ashington.

Dear Sire

Adgo (near Adrian) Wash. Central Branch: Proposed State Undercrossing at MP 125+379 for PSH #7.

Please see your letters to me of July 11, 21 and 30 and August 11, all sritten by Mr. Eldridge, regarding submittel of plans for above undercrossing and also furnishing estimate of cost and construction agreement and easement.

I am attaching form of agreement, in duplicate, covering this undercrossing, and essement is now being prepared,

It is my understanding that this project is to be constructed with regular Federal aid funds apportioned to the State by the U. S. Government, in conjunction with State funds.

Negative of print of exhibit is also attached, dated August 10, 1938, and estimate of cost of work to be performed by the Railway Company, for which it is to be reimbursed by the State, amount \$2555. While this estimate has been made on a liberal basis, I suggest that it may be advisable to increase your setup to about \$2900., so as to be on the safe side, in case unforeseen work comes up which will add to the cost.

If attached form of agreement is satisfactory, please have same executed on the part of the State, returning both copies to this office for execution by the Railway Company, after which one completed copy will bereturned to you for your files.

Yours truly,

(Signed) A. F. STOTLER

ASSISTANT CHIEF FUGINEER.

AFS:L Encl.

Copy to Mr. James A. Davis

Mr. C. H. Kldridge

Edition Co. base good teal Mr. Blum Herewith 1 copy of agreement, estimate and print of ex-Mr. Sloan hibit, also negative.

Mr. Brastrup

Mr. Hayward Mr. Mackenroth

Fale 1156-14

NORTHERN PACIFIC RAILWAY COMPANY

State of Washington Grant County

P.S.H. #7. Undercrossing near Adrian. at H.P. 125+379. near Adco. on Northern Pacific Ry.

WASHINGTON CENTRAL BRANCH

Estimated cost of work to be done by the Railway Company for which reimbursement is to be made by the State under provisions of General Administrative Memorandum #39.

n H

" /

Book <u>Value</u>	Estimated reimbursement to be made by State
TEMPORARY WORK	***
Length of shoo-fly 1218 ft. (2000 ft. of main track to be thrown)	
90# rail 2100 ft. SH 28.13 GT @ 20.00 \$ 563 90# angle bars SH 66 Pr. @ 1.46 95 90#/66# offset angle bars - new - 4 @ 4.94 20 90# track bolts - new - 280 pcs. @ .107 30 90# nutlocks - new - 280 pcs. @ .035 10 Track spikes - new - 7 kegs @ 5.32 48 Tie plates - SH - for curves only - 400 pcs. @ .16 64 Estimated book value of track metal 830	
Depreciation on above items 3 6% Handling charges on 36 net ton of metal 3 1.50 Transportation - rail and angle bars from Parkwater	\$ 50 54
Transportation - Fail and angle bars from rankwater 0.0025 net ton mile and return - 292 miles Transportation - track fastenings from Parkwater	25
@ .0025 net ton mile and return - 292 miles Untreated cross ties 550 pcs. @ .52 = 286 -	2
Depreciation on cross ties @ 25% Handling charges on 550 cross ties @ .10 Transportation on cross ties estimated from Centralia	7 2 55
to job and return to Parkwater @ .0025 net ton mile - 540 miles	46
Lay, surface and remove 1018 track feet of shoo-fly track @ 1.00	1018
Throw and surface 200 ft. of main track for shoo-fly connection @ .30	60 7 0
Telegraph Department work - labor - material - allowance for depreciation	3_
Forwarded.	\$1455

-1-

Book <u>Yalue</u>	reimbursement to be made by State
Brought Forward	\$1455
BMANINT WORK	
Remove rail, fastenings and ties of main track for	
distance of 200 ft. at undercrossing @ .25	50
Replace rails, fastenings and cross ties 200 ft. @ .40	80
Throw main track back to original location 200 ft. @ .30 Ballast for raising approaches account new undercrossing:	60
200 Cu. yds load & unload @ .75 Transportation on 200 cu. yds. ballast material from Mesa	150
@ .0025 net ton mile	58
Raise and surface 1000 ft. of main track @ .35 Taxes on labor only (RR Retirement & Social Security)	350
5175% on \$1570.00	90
Railroad Protective Insurance - 2% on labor (\$1570.)	32
Contingencies	230
Estimated cost of work to be done by Railway Company	2555

Office of District Engineer Seattle, Washington August 13, 1938

1 PN

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AGREEVENT

FOR THE CONSTRUCTION AND MAINTENANCE OF A RAILROAD-HIGHWAY GRADE SEPARATION NEAR ADRIAN, WASH.

WITNESSETH: -

MERBAS, the State and the Railway Company desire to construct a railroad-highway grade separation project carrying Primary State Highway #7 under the tracks of the Railway Company, 12 miles North of Adrian, in Grant County, Washington, in the NE2 of SW2 of Section 12, Township 22 N., Range 27 E.W.M., located Railway Mile Post No. 125/373;

NOV, THEREFORE, in consideration of the covenants and agreements herein entered into and set forth, the parties agree as follows:-

Ι.

The State will submit to the Federal Emergency administration of Public Works, and recommend for approval as a P.W.A. Project, plans and specifications prepared by the State and approved by the Railway Company and the State for the construction of said project carrying Primary State Highway #7 under the tracks of the Railway Company, near Adrian, Washington, in Grant County, Washington, at the location and on the general plan shown on the attached map marked Exhibit "A", dated August 10, 1938.

Said project shall be constructed from Federal funds, allotted to the State of Tashington by the United States Government, in con-

junction with State funds, subject to the rules and regulations of the Bureau of Public Roads, United States Department of Agriculture, relating to the elimination of hazards to life at railroad grade crossings.

II.

Upon approval of such plans and specifications by the Railway Company, the State and the Federal Sovernment, the State shall under-take under said rules and regulations the construction of said project from said funds allotted to the State of Washington. Work to be performed and material to be furnished by the Railway Company is as follows:-

- (1) Furnish and place rails, fastenings and other track material on shoofly track, and surface track.
- (2) Remove ties, rails and fastenings from the site of new undercrossing structure.
- (3) Replace ties, rails and fastenings over new undercrossing structure and surface track.
- (4) Furnish and place additional ballast for railway ballast raise on approaches to new undercrossing structure. Contractor to furnish and distribute ballast on new undercrossing structure.
- (5) Remove rails and fastenings and shoofly track.
- (6) Furnish material for and make all necessary temporary or permanent changes in existing telephone and telegraph lines, right of way fences, signs, signals, or other railway facilities, necessitated by this undercrossing.

All other work shall be performed by the State, including all necessary labor and material, to complete the project.

Advance payments to cover current construction costs of work performed by the State will be made by it from its own funds, to the extent that such costs are reimbursable under the provisions of General Administrative Memorandum No. 39 and amendments thereto of said rules and regulations, referred to in Section I.

The Railway Company may employ and furnish such flagmen as may be necessary to protect railroad traffic during the progress of the work contemplated under this agreement. The Railway Company

shall make advance payments for the costs of work to be performed by it. All work performed by the Railway Company with its own forces shall be in accordance with the working agreements between the Railway Labor Unions and the Railway Company. Pursuant to an audit by the Federal Government, the State shall reimburse the Railway Company, upon the redition of bills by it, for the cost of all such work performed and material furnished by said Railway Company in accordance with said General Administrative Nemorandum No. 39.

III.

All rights of way, except that owned by the State, required for the relocation of the tracks of the Railway Company and for the readjustment and relocation of reilroad facilities, including temporary shooflys, shall be furnished by the Railway Company at its own expense and all rights of way (except that owned by the Railway Company) required for the construction, relocation and adjustment of the highway, including temporary detours, shall be furnished by the State at its own expense.

IV.

The contract between the State and its contractors shall require the contractors involved to provide, for the protection of the Railway Company and the State, protective public liability and property damage liability insurance, providing for a limit of not less than Ten Thousand Dollars (310,000.00) for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of Twenty Thousand Dollars (320,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular protective property damage liability insurance providing for a limit of not less than Ten Thousand Dollars (310,000.00) for all damages arising out of injury to or destruction of property in any accident

and, subject to that limit per accident, a total aggregate limit of Twenty Thousand Dellars (\$20,000.00) for all damages arising out of injury to or destruction of property during the policy period, executed by a corporation qualified to write the same in the State of Washington, in form satisfactory to the Railway Company, before commencement of work.

X

The Railway Company may protect itself by appropriate insurance coverage with respect to bodily injury to or death of persons
and injury to or destruction of property which may result from work
which the Railway Company may perform as a necessary incident to the
construction of said undercrossing and the changes in the Railway
Company's tracks and facilities incident thereto, with limits as set
forth in the first paragraph of this section, and premium on such
coverage may be included in bills submitted to the State by the Railway Company.

V.

Said bridge shall be so designed and constructed as to allow the horizontal and vertical clearances for the highway as may be agreed on. Plans for the temporary false work shall be submitted to the Railway Company for approval before commencement of work.

If the Contractor desires a work spur, the Railway Company, where practicable in its opinion, shall furnish such spur upon execution of agreement therefor by Contractor, and the Railway Company shall be reimbursed by the Contractor for the cost thereof.

VI.

The State and its Contractors shall carry on their work to the satisfaction of the Railway Company in a workmanlike manner and with the minimum of interference with traffic on the railroad. Upon completion of the work, the State shall remove from the property of the Railway Company all unused material, buildings, debris used on or re-

sulting from the construction of the project and shall leave the premises of the Railway Company in a neat and presentable condition.

1

After completion of the project, the bridge shall be maintained in accordance with Sec. 3, Chap. 22, Laws of Washington 1937.

Neither party will do or permit anything to be done to reduce the horizontal or vertical clearences provided for by said plans. In the event any changes in or additions to the tracks and other facilities of the Railway Company are made in the future, the usefulness of such bridge for the purpose of said grade separation shall not be impaired.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year hereinbefore written.

Ву:	Director of	Highways
NORTHERN	PACIFIC RAILWAY	CCMPANY
Ву:		
	President	

RN3

AGREEMENT

FOR THE CONSTRUCTION AND MAINTENANCE OF A RAILROAD-HIGHWAY GRADE SEPARATION NEAR ADRIAN, WASH.

THIS AGREEMENT made and entered into this ______ day of ______, 1938, by and between the Department of Highways, of the State of Washington, acting through the Director of Highways, hereinafter called the "State", and the NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereinafter called the "Railway Company".

WITNESSETH: -

WHEREAS, the State and the Railway Company desire to construct a railroad-highway grade separation project carrying Primary State Highway #7 under the tracks of the Railway Company, 12 miles North of Adrian, in Grant County, Washington, in the NECofSWE of Section 12, Township 22 N., Range 27 E.W.M., located Railway Mile Post No. 125+379;

NOW, THEREFORE, in consideration of the covenants and agreements herein entered into and set forth, the parties agree as follows:-

I.

The State will submit to the Bureau of Public Roads, United States Department of Agriculture, and recommend for approval as a regular Federal Aid Project, plans and specifications prepared by the State and approved by the Railway Company and the State for the construction of said project carrying Primary State Highway #7 under the tracks of the Railway Company, near Adrian, Washington, in Grant County, Washington, at the location and on the general plan shown on the attached map marked Exhibit "A", dated August 10, 1935.

Said project shall be constructed from regular Federal Aid funds, apportioned to the State of Washington by the United States

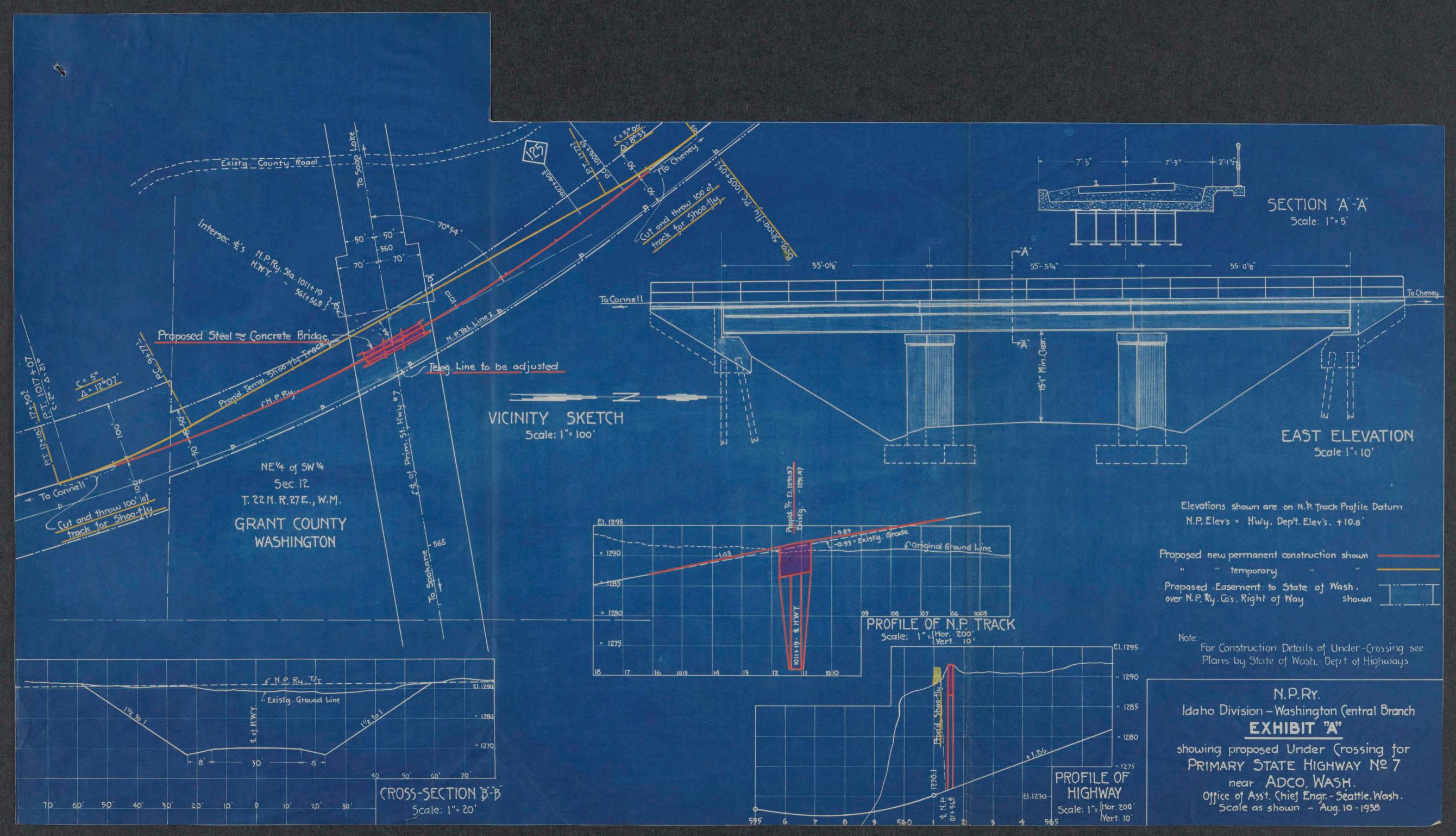
Covernment, in conjunction with State funds, subject to the rules and regulations of the said Bureau of Public Roads, relating to the elimination of hazards to life at railroad grade crossings. Upon approval of such plans and specifications by the Railway Company, the State and the Bureau of Public Roads, the State shall undertake the construction of said project from said funds allotted to the State of Washington, under said rules and regulations. Work to be performed and material to be furnished by the Railway Company as follows:-(1) Furnish and place rails, fastenings, ties and other track material on shoofly track, and surface track. Remove ties, rails and fastenings from the site of new un-(2) dercrossing structure. Replace ties, rails and fastenings over new undergrossing structure and surface track. (4) Furnish and place additional ballast for railway ballast raise on approaches to new undercrossing structure. Contractor to furnish and distribute ballast on new undercrossing structure. (5) Remove rails and fastenings and shoofly track. (6) Furnish material for and make all necessary temporary or permanent changes in existing telephone and telegraph lines, right of way fences, signs, signals, or other rail-way facilities, necessitated by this undercrossing. All other work shall be performed by the State, including all necessary labor and material, to complete the project. Advance payments to cover current construction costs of work performed by the State will be made by it from its own funds, to the extent that such costs are reimbursable under the provisions of General Administrative Memorandum No. 39 and amendments thereto of said rules and regulations, referred to in Section I. The Railway Company may employ and furnish such flagmen as may be necessary to protect railroad traffic during the progress of the work contemplated under this agreement. The Railway Company -2shall make advance payments for the costs of work to be performed by it. All work performed by the Railway Company with its own forces shall be in accordance with the working agreements between the Railway Labor Unions and the Railway Company. Pursuant to an audit by the Bureau of Public Roads, the State shall reimburse the Railway Company, upon the rendition of bills by it, for the cost of all such work performed and material furnished by said Railway Company in accordance with said General Administrative Memorandum No. 39.

III.

All rights of way, except that owned by the State, required for the relocation of the tracks of the Railway Company and for the readjustment and relocation of railroad facilities, including temporary shooflys, shall be furnished by the Railway Company at its own expense and all rights of way (except that owned by the Railway Company) required for the construction, relocation and adjustment of the highway, including temporary detours, shall be furnished by the State at its own expense.

IV.

The contract between the State and its contractors shall require the contractors involved to provide, for the protection of the Railway Company and the State, protective public liability and property damage liability insurance, providing for a limit of not less than Ten Thousand Dollars (\$10,000.00) for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of Twenty Thousand Dollars (\$20,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular protective property damage liability insurance providing for a limit of not less than Ten Thousand Dollars (\$10,000.00) for all damages arising out of injury to or destruction of property in any accident



Seattle, August 16, 1938.

1-5-1

Mr. V. E. Milliamst

Adrian (near), Whit Wash, Central Boh: Proposed State undercrossing for PSH #7.

The State proposes to construct an undercrossing near Adco (also referred to as near Adrian, Wn.) for PSH #7, which is to be done partly under grant from the P.W.A., belance from State and regular Federal aid funds, but is not under the Grade Separation Program, so an easement will have to be drawn up similar to the one which you prepared for the Bassett Jct. undercrossing, which was also a P.W.A. project.

I am attaching 3 prints of Exhibit "A", dated August 10, 1938, showing proposed easement colored red.

The State has repeatedly requested a short form of easement for the right to construct an undercrossing and the same conditions shown for Reppel easement should also pertain to this project, except that there is no abandonment of road.

Will you please prepare easement to cover, which should be handled very quickly as the State has only until September 10 to have the work advertised and the contract let and work commenced, under P.W.A. restrictions, so please arrange to expedite the handling of this easement.

Judge Macfarlane is preparing construction agree-

ment.

AFS:L

(Signed) A. F. STOTLER Y

Copy to

Mr. Blum
Juige Nacfarlane
Mr. Brastrup
Mr. Hayward

Seattle, August 13, 1938.

Mr. R. S. Macferlane:

Adrian, Washington Central Branch, Proposed State construction of undercrossing

The State proposes to construct an undercrossing, MP125+379 near Adrian, on the Washington Central Branch, under a P.W.A. grant, balance to be supplied by Federal aid and State funds.

I am attaching form of construction agreement, which is to be the same as for Neppel, as it is under a similar grant, with the additions fitting this particular case.

AFS:L Encl.

Copy to

Mr. Blum

Mr. Sloan

Mr. Williams

Mr. Brastrup

Mr. Hayward

VIA AIR MAIL

Seattle, August 15, 1938.

1-5-1

Mr. Bernard Blum:

Adrian (near): Wash. Central Branch: Proposed construction of Undercrossing by State with PWA and State funds for PSH #7.

Please refer to your letter of July 25, replying to mine of July 22, regarding the State's proposal to construct under-crossing near Adco, also known as Adrian, Mile Post 125+379, for Primary State Highway No. 7. Work is to be done partly under P.W.A. grant, balance with State and regular Federal aid funds.

In your wire B-231 you requested that curbs be raised and also drainage provided for, and called to attention that deck should be of same design as at 6th Avenue N.E. Seattle, which provided for continuous concrete slab, without open joints.

The above changes were referred to the State and they provided for trainmens' walk and raising of curb but stated they could not follow out the design for a continuous slab as this would require re-designing the sub-structure throughout and that as plans must be completed and ready for advertising within a few days, they requested that we waive the continuous slab, which we agreed to do as this is similar construction to what we have had at other under-crossings.

I am attaching one set of revised prints, 7 sheets, showing the revisions, from which you will note that the State did not provide for any drainage for the reason that they considered that on account of the grade the drainage would run to the west abutment as it is a .9% grade.

I contacted the State Bridge Engineer, however, and he stated that as no drainage was provided in either case for the under-crossings designed by the Northern Pacific at 6th Avenue NE and Ritz-ville, and our plans did not provide for same, there was no necessity for the State to provide for drainage at this location.

In that the State is in a rush to advertise this

Mr. Blum -2-August 15, 1938. work I recommend that we approve plans as submitted, waiving the continuous slab referred to, with the understanding that the State will provide proper drainage, if we require them to do so. Please advise your approval by wire on receipt of this letter. AFS:L Encl. Copy to Mr. Beach

In the same



work i recomment that we approve plane as ancestage, a taking the partinuous plan referred to, with the understanding that the obtain will provide proper drelation, if we require them to do so.

Clease course your asproved by wire on receipt of this letter.

FERT.

gob2 to

Mr. Beach

Perk

In regard to the proposed grade separation on the CONNELL NORTHERN near the Great Northern connection at Adrian:

The bridge is to separate our track from primary State Highway No. 7. I have just received a letter from Mr. J. G. Brennan, advising that the Public Works Administration has approved a grant of 45 per cent (or \$140,400) of the total estimated cost of the project which is given as \$312,000. I presume the \$312,000 includes separation of the Great Northern and a portion of the highway itself.

This is in line with the advice given in your letter or July 15th that the undercrossing would be constructed outside of the federal grade separation program allotment.

cc-Mr. H. E. Stevens Mr. W. C. Sloan

bb/s

ASSOCIATION OF AMERICAN RAILROADS OPERATIONS AND MAINTENANCE DEPARTMENT

TRANSPORTATION BUILDING
WASHINGTON, D. C.

J. M. SYMES VICE PRESIDENT

July 30, 1938.

Mr. Bernard Blum, Chief Engineer, Northern Pacific Ry., St. Paul, Minn.

Dear Sir:

The Public Works Administration has approved the following which may be of interest to you: Release No. 3399, Docket No. 1415, State of Washington, highway improvements, Primary State Highway No. 7, between Ephrata and a point three miles east of Stratford, (Lincoln Co. line), together with a highway underpass at the Northern Pacific Railway, total estimated cost of project - \$312,000, estimated grant - 45% - \$140,400.

Very truly yours,

J. G. Brennan.

cc - Committee on Grade Crossing Elimination.

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Saint Paul, July 25, 1938

MR. A. F. STOTLER:

In regard to proposed underpass near ADRIAN on the Connell Northern line:

I wired you that the general design was satisfactory; but I agree with you that we should ask to raise the curbs to provide means of preventing ballast falling to the highway below, and believe on this line that raising the curb three inches should be sufficient.

The plan did not provide for drainage on the bridge deck. During a heavy rain concrete slab of this area would accumulate quite a lot of water and with a grade of nearly one per cent it would all run to the low end of the bridge and I am afraid would tend to soften the approach embankment. I had in mind that weep holes through the curb at the lower end would be desirable with down spuuts of some type to take the water away and prevent it from washing the approach fill.

I question the necessity of a trainments walk, but thought it should be called to your attention so that it would not be overlooked.

As long as the railway is not called on to bear any of the cost we cannot very well object, so I wired you to approve the proposition.

bb/s

Paul, Minn., July 23, 1938 BRIEF

TIME FILED M.

A F Stotler

Seattle

The general design is satisfactory but agree you should ask to raise B-67 curbs approximately three inches. Nothing shown on plan for drainage of

our bridge deck. Think this should be taken care of especially at the lower end. Bring to the attention of Highway Department our design of

Bridge eight over Sixth Avenue NE wherein concrete slab made continuous without open joints and with plates on top of beams over the piers

anchoring the entire bridge at one end. How about desirability of trainmen's walk B-231

BERNARD BLUM

Saint Paul, July 23, 1938.

Mr. Bernard Blum:

We have checked over and return herewith State of Washington's layout plan for proposed undercrossing near Adrian on the Washington Central Branch, M.P. 125+379.

So far as shown on the plan the details of the proposed crossing appear to be satisfactory. As suggested by Mr. Stotler it would be advisable to raise the curbs approximately three inches.

The proposed method of constructing the deck so as to provide proper drainage is not indicated on the layout plan. If we were to design the bridge we would anchor the superstructure to the north abutment and provide expansion at the two piers and the east abutment tying the tops of the beams together with plates over the piers. The concrete slab would then be made continuous without open joints so as to drain the entire deck to the south. This was the method used in designing the underpass to replace Bridge 8 over Sixth Avenue Northeast, Seattle, and it might be well to suggest to the State that this type of design be used at the Adrian crossing. The Sixth Avenue plans were recently sent Mr. Stotler.

It does not seem likely that a trainmen's walk is necessary at this location but it might be well to call this to Mr. Stotler's attention to make sure that he has given it consideration.

All M Seach

ser.

St. Paul, Minnesota, July 22nd, 1938

Mr. Bernard Blum:

Your letter of July 22nd about proposed grade separation on the Connell Northern near Adrian for relocation of State Highway No. 7.

Inasmuch as this work is to be done without any expense to the Northern Pacific and withour impairing our grade separation allotment of public funds, I see no objection and you may approve.

co Mr. W. C. Slcan

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TELEGRAM—BE BRIEF

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SEATTLE JULY 22 1938

B BLUM

ST PAUL

B 222 STATE HAVE ADVISED THEY ARE PROCEEDING WITH DESIGN
SO PLANS CAN BE COMPLETED IN TIME TO TAKE ADVANTAGE OF PW A
FUNDS FOR CONSTRN AND BECAUSE OF THIS NECESSITY HAVE ASKED
WE APPROVE PLANS AS QUICKLY AS POSSIBLE WOULD LIKE TO
ACCOMMODATE THEM THEREFORE WISH YOU WOULD HURRY CHECK
OF PLANS ADVISEING YOUR CRITICISMS OR APPROVAL SOON B 67
STOTLER

734PM



TELEGRAM—BE BRIEF

TIME FILED

M.

8777

Saint Paul, July 22, 1938

A F Stotler

Seattle

B-65 OK to approve underpass crossing at Adrian on basis your letter 15th. We have not yet made check of plans and you should hold up approval of design for the present. B-222

Bernard Blum

TELEGRAM—BE BRIEF

TIME FILED
M.

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79 CF GI

SEATTLE JUL 22 38 B BLUM

STPAUL

MY LETTER JULY 15TH UNDER XING ADRIAN WASH STATE ASKING FOR APPROVAL IN ORDER TO TAKE ADVANTAGE OF PWA FUNDS ADVISE QUICKLY B-65
STOTLER

125PM

The state of the s MOR. BAG. Saint Paul, July 22, 1938

MR. H. E. STEVENS:

The State of Washington has on its list of grade separation projects for the fiscal year 1958-1959 a grade separation on the CONNELL MORTHERN LINE near Adrian, for a proposed relocation of state road 7.

We opposed this item in our allotment and with my letter of December 14, 1936 to you submitting a suggested program in the order of importance, I did not include that item, although Mr. Stotler at the time told me that the State would probably insist on that project.

We have considered that with the unimportance of the Connell Morthern branch we should not use up our allotment there, although it is quite possible that the line will become of considerable importance on the development of the Columbia Basin project.

Mr. Stotler now advises that the State proposes to place an undercrossing with a grant from the P W A of 45 percent and the State will bear the balance so that none of the cost will come out of the federal grade crossing program allotment.

Attached is a print of a portion of our track profile north of Adrian, showing in red the location of the proposed crossing. This profile shows our connecting line with the Great Morthern, being the west end of the Washington Central branch profile, measured from Cheney.

We will of course have more or less traffic between Adrian and Coules in connection with the completion of the Grand Coules Dam, so that after all I think we should interpose no objection.

Do you appprove?

cc-Mr. W. C. Sloan Mr. M. W. Beach

bb/s

Mr. Beach: Attached is print of State's general plan dated July 1. Will you please check? Mr. Stotler in transmitting suggested that the curbing be raised two or three inches to take care of ballast and prevent ballast from spilling ofer. Please let me have your criticisms promptly so that the State can be advised.

St. Paul, July 21, 1938.

MR. BERNARD BLUM:

Attached hereto is Mr. Stotler's letter of July 15th with State Highway Department's print dated July 1, 1938, showing proposed layout for underpass on the Connell Branch, near Adco.

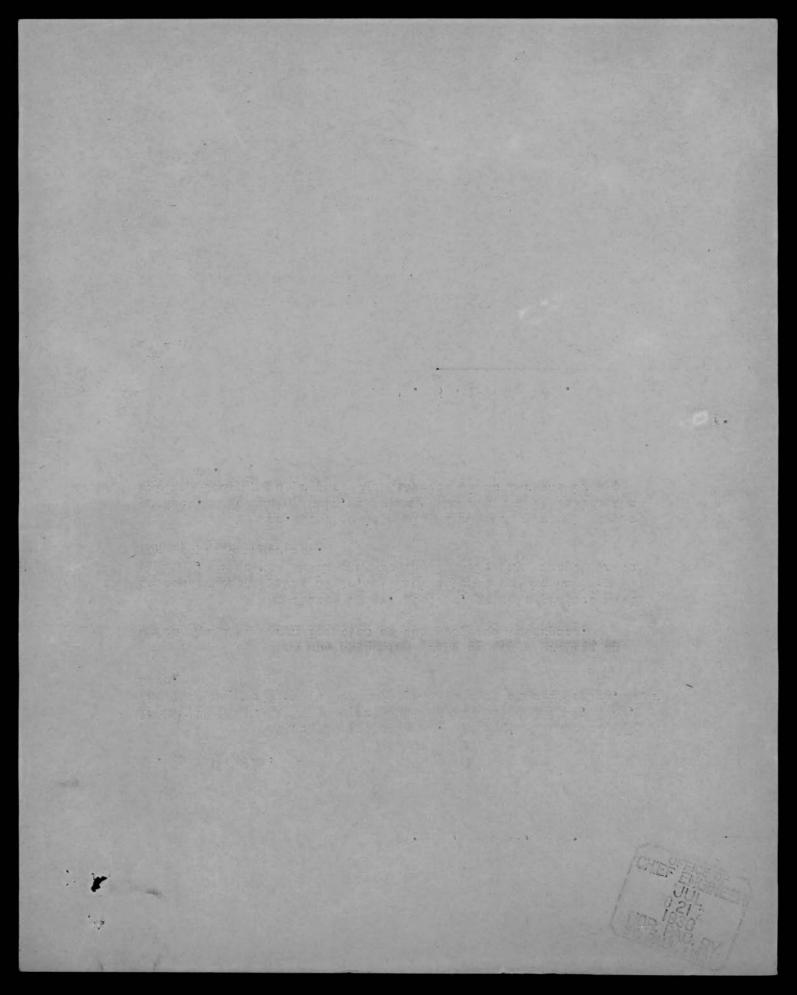
I am now attaching print of track profile on which there is shown location of the proposed underpass.

As stated by Mr. Stotler, as this project will be constructed by the State, without expense to the Railway Company, I do not think that we should take any exceptions to the proposed underpass.

Mr. Stotler is asking for your approval of the project. Following this, I presume the State will desire the Railway Company to prepare the detailed plans for the bridge structure.

Ass't. to hief Engineer.

enc JTD-vml



St. Paul, July 21, 1938. MR. BERNARD BLUM: Attached hereto is Mr. Stotler's letter of July 15th with State Highway Department's print dated July 1, 1938, showing proposed layout for underpass on the Connell Branch, near Adco. I am now attaching print of track profile on which there is shown location of the proposed underpass. As stated by Mr. Stotler, as this project will be constructed by the State, without expense to the Railway Company, I do not think that we should take any exceptions to the proposed underpass. Mr. Stotler is asking for your approval of the project. Following this, I presume the State will desire the Railway Company to prepare the detailed plans for the bridge Following this, I presume the State will desire the structure. Ass't. to Chief Engineer. enc JTD-vml

Seattle, July 15, 1938.

VIA AIR MAIL

Mr. Bernard Blum:

Adrian, Wash. Central Branch: Proposed construction of undercrossing by State with P.W.A. and State funds PSH #7.

I have a letter from the State dated July 11, submitting print of Drawing, dated July 1, 1938, showing layout for proposed undercrossing near Adrian, on the Wash. Central Branch, at Mile Post 125+379. One print is attached.

As you will recall the State proposed to place an undercrossing in this vicinity about two years ago, in connection with improvement of PSH #7 and it was included in the grade crossing program but we objected and the matter was held in abeyance. The State now advises that they will construct this crossing with a grant from the P.W.A., which will be 45%, the State to bear 55%, so this will not come out of the grade crossing program allotment.

I discussed this matter with the State again this week, stating that on account of this being an unimportant branch line, with infrequent service, we could hardly conceive of a grade separation being necessary but they stated that inasmuch as it was not being taken out of the Grade Separation Program allotment and there would be no expense to the Railway Company, there should be no objections on our part. Further, you will note that the location shown, from the topography and profile, the grade crossing would be quite expensive.

Personally, I see no objection and recommend approval of the layout but suggest that curbing be raised two to three inches higher, to take care of any future ballast or prevent ballast from spilling over.

Will you please advise by wire if you approve or if there are any changes which you consider desirable or necessary.

AFS:L Encl.

Copy to Mr. Lowry

Mr. Brastrup

Mr. Taylor

TIL ATR MAIL

Meabole, July 155 1938,

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Mr. Berneard Blanca

althing price of pressing near adrian, on the State deted July 11, subproposed undercreeding near adrian, on the Hesh. Central Prench, at Mile Post 125:379. One print is attended.

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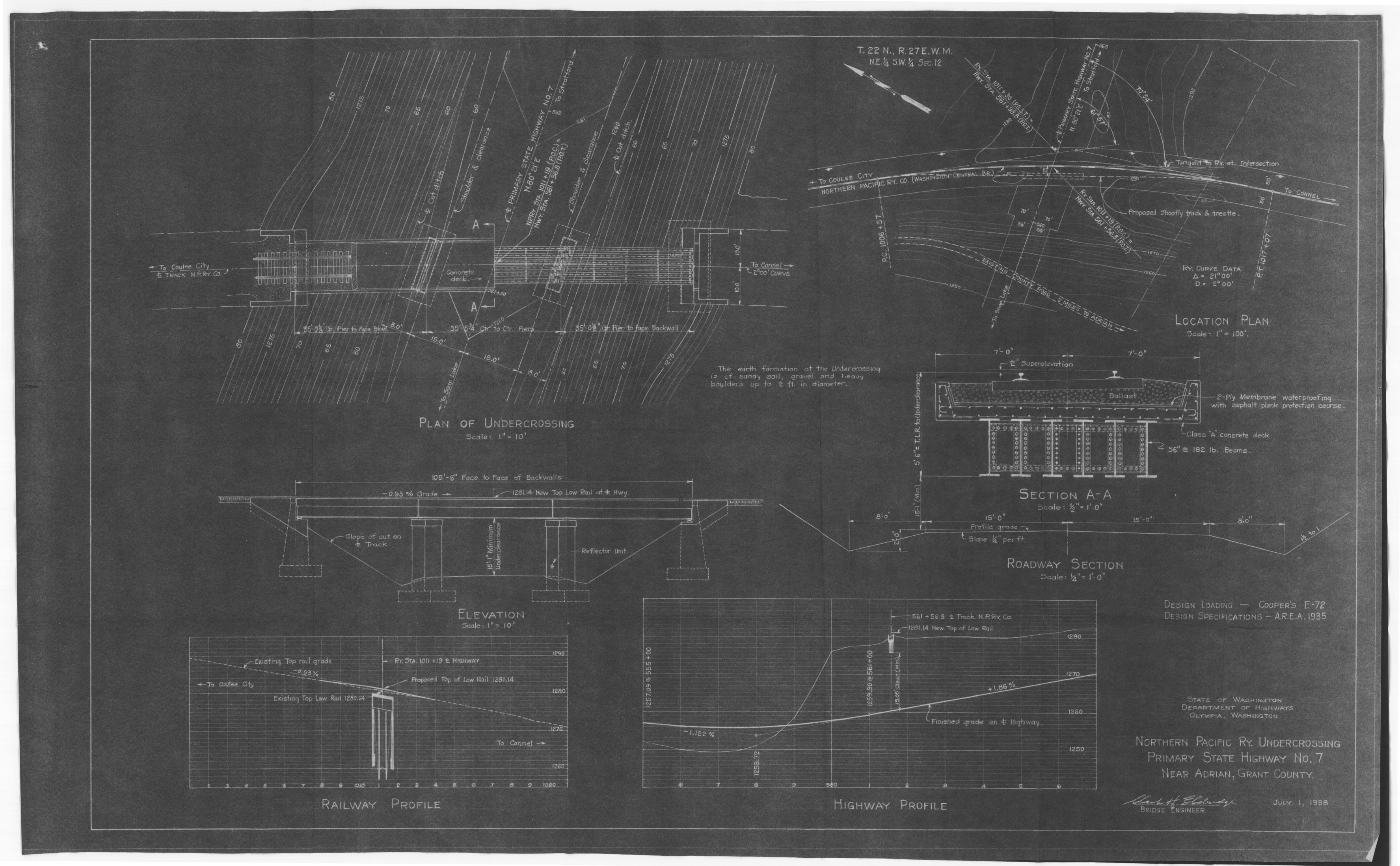
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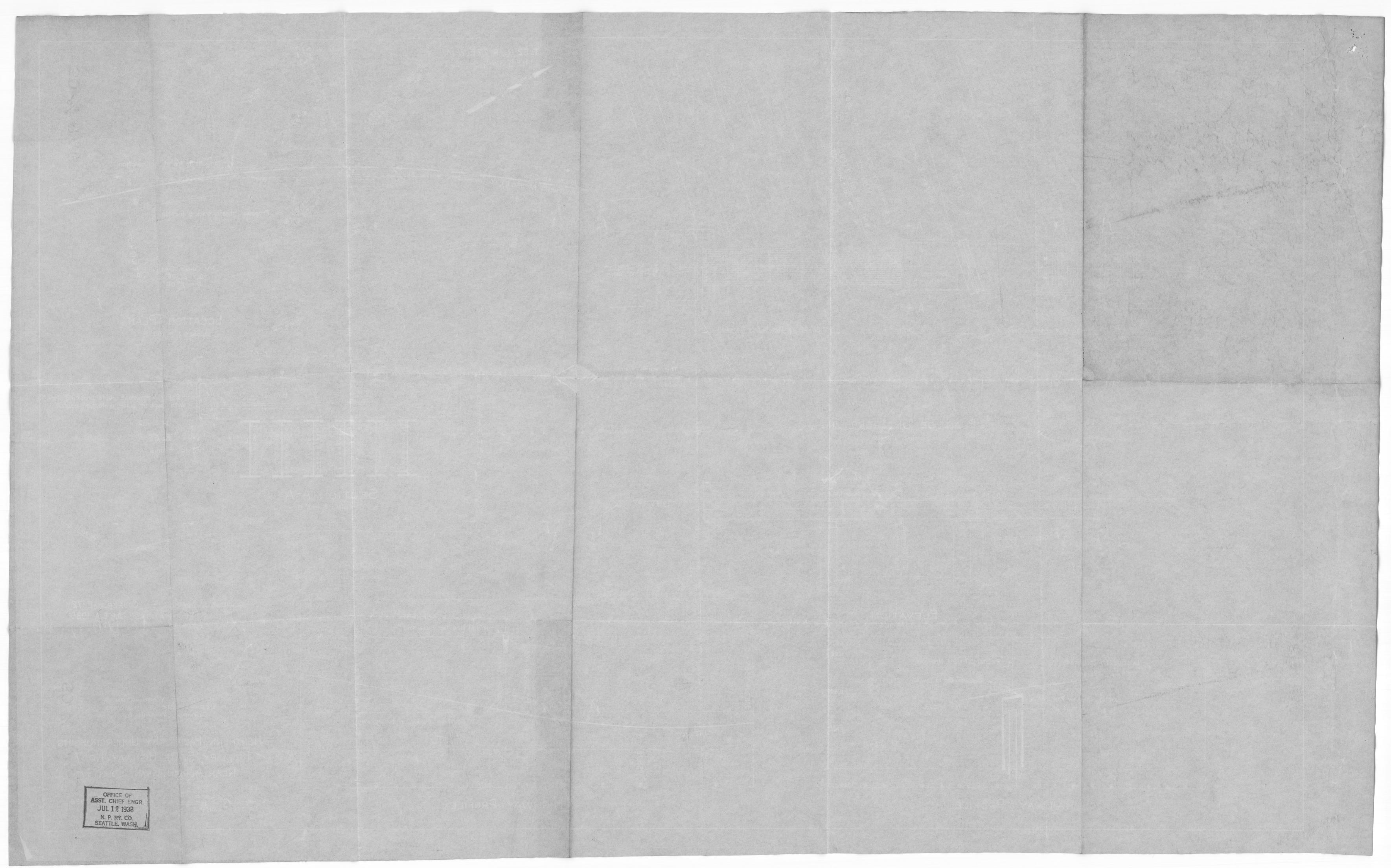
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Gopy to Mr. Lowry Mr. Wrastrup

AT. TEYLOR







NORTHERN PACIFIC RAILWAY COMPANY

FILE NO. 10229

adrian - Grace Deperation

CROSS REFERENCE

See File No. 8777 for correspondence in regard to

Lever At Statler & Bernara Beum December 5, 1936

Bernara Beum & NE Stevens "14. 1936

"A Joller & Bernara Beum april 1. 1937

"Bernara Beum to At Statler "7 1937

"Bernara Beum to At Statler "7 1937

"Bernara Beum to At Statler June 14 1937

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