



Northern Pacific Railway Company.
Engineering Department Records.

Copyright Notice:

This material may be protected by copyright law (U.S. Code, Title 17). Researchers are liable for any infringement. For more information, visit www.mnhs.org/copyright.

N. P. RY. CO.

OFFICE OF

Chief Engineer

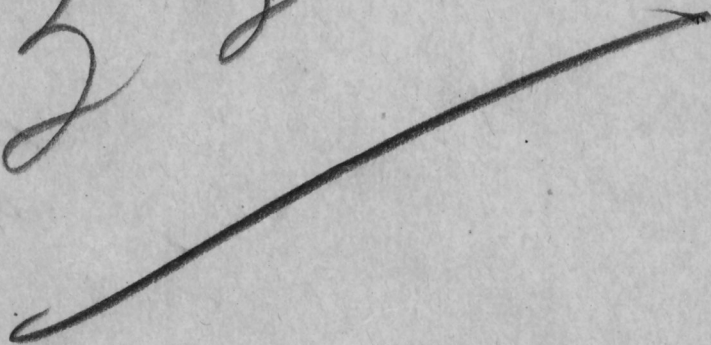
FILE NO.

3597

SUBJECT:

Auburn Yard
Contract Guthrie,
McDargall & Co for
grading.

3597



Date. **Agreement** made the twenty-second day of August A. D. 1911
between the NORTHERN PACIFIC RAILWAY COMPANY hereinafter called the "Company" and
Parties. Archibald Guthrie, Charles Ffolliott, H? L. Mundy, of St. Paul,
Minnesota, A. D. McDougall and Natt McDougall, of Portland,
Oregon, comprising the co-partnership of Guthrie, McDougall &
Company,

hereinafter called the "Contractor."

equipment

The Contractor agrees to furnish all labor, services and ~~material~~ for, and construct, complete
and finish in the most thorough workmanlike and substantial manner in every respect to the satisfaction
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 for clearing, grubbing
and grading for yard and buildings, and for constructing a high-
way at Auburn, Washington.

Work.

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.

Date of
completion.

The work is to be commenced immediately and completed on or before the first day
of October, A.D. 1911.

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 instruc-
tions.

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

Remedy faulty
work.

All imperfect or insufficient work ~~on 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 ~~on material~~ at the time of any monthly or other
estimate shall not be deemed an acceptance of such work ~~on material~~; and the Engineer shall have the
power at all times to have defective work ~~on material~~ taken out and rebuilt or replaced at the expense of
the Contractor.

The words "material" and "or material" erased and the word
"equipment" inserted before execution of this contract.

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 in the opinion of the Engineer be intemperate, disorderly, incompetent, wilfully negligent or dishonest in performance of his duties, he shall on request of the Engineer forthwith be 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.

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.

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:

For all labor service, use of tools and equipment for
grading for yard tracks and buildings:

Clearing, per acre\$ 35.00

Grubbing, per square rod 1.00

Grading, per cubic yard, including haul up to six
hundred (600) feet 0.20

Overhaul, per cubic yard, exceeding six hundred
(600) feet 0.01

FOR FORCE ACCOUNT WORK:

Teams, including wagon and driver, per hour 0.60

Laborers, per hour 0.225

The Company will furnish free transportation over its own lines, subject to the review and instructions of its Chief Engineer as to the necessity for and proper use of same, for all men, tools, outfit, equipment and material to the site of the work and for return to original point of shipment, or to any other point on the lines of the Railway Company to which the tariff rate does not exceed that to point of origin, including excess material unused in the work. If such return shipments are made to point to which the tariff is higher than to point of origin, the Contractor shall pay such excess of rate only. The Company will charge full tariff rates for transportation of boarding and commissary supplies. Nothing herein contained shall be construed to relieve the Contractor from payment of demurrage charges under Car Service Association rules.

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

Payments.

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

Retained
percentage.

and as security for complete performance of this contract.

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 **f i v e** days prior to the required stoppage or reduction.

Accelerating
work.

If at any time the Contractor shall not in the opinion of the Chief Engineer be 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 said 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 can-
cel contract.

If the Contractor shall at any time 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 then be unpaid.

Contractor to
pay all laborers

The Contractor will promptly pay all laborers and others in his employ as their pay falls due, and promptly pay 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, if there shall 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 fi-
nal 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 or 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.

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 a statement of the balance unpaid; and the Company will within thirty days thereafter pay the full balance. The Contractor will at final payment 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.

Release.

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)

zNORTHERN PACIFIC RAILWAY COMPANY

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

FOR CLEARING, GRUBBING AND GRADING FOR YARD TRACKS AND BUILDINGS
AND FOR CONSTRUCTING A HIGHWAY AT AUBURN, WASHINGTON.

---oOo---

1. The location of the work is near the present depot of the Northern Pacific Railway, at Auburn, Washington.

2. The work will consist of the following:

Clearing and grubbing, as required on the site of the new yards and buildings.

Clearing and grubbing for construction of a highway west of the main line from a point opposite 4th Street to what is known as Algoma Road, about 1-3/4 miles.

Constructing such portion of the grade for new yard and buildings as may be required.

Grading for sub-grade for highway.

Hauling and placing gravel for finished grade of highway.

3. Clearing and grubbing:

As much ground included in the right of way as may Engineer in charge of the work may direct shall be cleared of trees, logs, brush and rubbish, all of which shall be burned, except such materials as are made into cross-ties, timber or wood.

From ground adjacent to excavations, all logs, stumps, roots and brush must be thoroughly cleared, so they cannot fall or be washed into cuts or ditches, and to furnish ample space for any required drains or surface ditches at the sides of cuts, or elsewhere.

From ground to be occupied by embankments all trees, logs, brush, rubbish and perishable matter shall be entirely removed.

Where embankments are to be two (2) feet high, or more, all trees, stumps and bushes shall be cut off even with the surface of the ground, and removed.

Where embankments are to be less than two (2) feet high, all stumps and large roots must be grubbed out and removed.

Grubbing will be allowed and paid for only when the excavation is less than four (4) feet deep, or embankment is less than two (2) feet high. The cost of grubbing, where cutting is more than four (4) feet deep, will be included in the price per yard for grading.

Grubbing in borrow pits will not be paid for, and it will not be done where embankments are more than two (2) feet high.

Clearing and grubbing will be paid for only for the surface where actually done.

The above will apply to clearing and grubbing for yards, buildings and highway.

4. Grading for yard and buildings:

Under this head will be included all excavations required for the formation of the road-bed, embankments, sidings, station grounds, cutting all ditches and drains about or contiguous to the road, all borrowing pits, changing of streams, roads or highways, and all other excavations in any way connected with, required for, or incident to the construction of the railroad. It is anticipated that the greater portion of the grading required for the yard will be done by the Railway Company with its own forces and equipment. The contractor shall do such portion as is directed by the Engineer in charge.

5. Excavations and embankments will be of varying widths as determined by stakes set by the Engineer in charge. Side slopes in excavation will be one horizontal to one vertical, and on

embankments, one and one-half horizontal to one vertical. There must be berms not less than four (4) feet in width between slopes of the embankments and borrow pits from which earth is taken, and the slopes of these pits next to embankments must be at least one and one-half horizontal to one vertical.

6. All grading will be classified as earth, and this shall include all material, of whatever nature, encountered.

7. Material in slips, slides or subsidences, and all over-break extending beyond the slope lines, will not be estimated or paid for, unless in the judgment of the Engineer such slips, slides, subsidences or over-break were beyond the control of the contractor, and not preventable by the exercise of due care and diligence.

8. Haul:

The price paid per yard for grading shall include the actual haul of materials for any distance not exceeding six hundred (600) feet, and the limit to which any materials may be required to be hauled is twenty-five hundred (2500) feet. For any haul exceeding six hundred (600) feet, the contractors shall be paid one (1) cent per one hundred (100) feet per cubic yard beyond six hundred (600) feet.

MISCELLANEOUS

9. The center line and grades of the road may be changed whenever the Engineer shall consider it necessary or expedient, but no claim will be allowed for damage, nor will any increase of prices be made in consequence of such change.

10. All materials taken from excavations shall be deposited in the embankments except when directed otherwise by the Engineer. All grading shall be estimated, measured and paid for in excavation only except where the shape or surface of such excavation is too irregular to be measured correctly. In such cases the quantities may be measured in the embankment, and the Engineer shall

make a fair allowance for compression or shrinkage, if in his judgment there may be any; which allowance shall in no case exceed ten per cent.

11. In procuring materials from outside the road-bed, the place and manner of taking them out shall be designated by the Engineer.

12. Logs, stumps, brush, or other perishable material will not be allowed in embankments, and sods will not be put in the central part of embankments less than five (5) feet^{high}, except by permission of the Engineer.

13. The price per yard for grading will include the grubbing and removal of all stumps and roots where the grading exceeds four (4) feet in depth; also grubbing in borrow pits of any depth. The full dimensions of the cut or borrow pit will be estimated in such cases; that is, no deduction on account of stumps will be made from the measurements of the borrow pit.

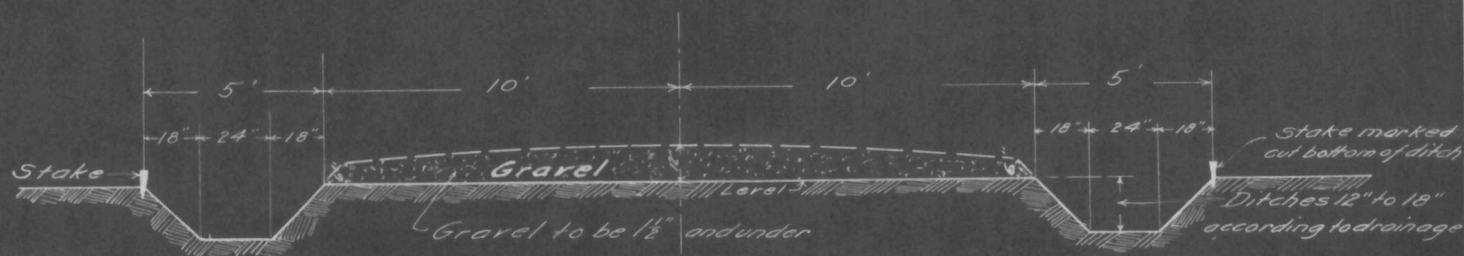
14. The above specifications for grading for yards and buildings will also apply to grading for highway, where not in conflict with the following:

15. The highway shall be graded to a cross-section in accordance with the attached prints. Work on the highway to be subject to the approval of the Engineer in charge, and of the County Engineer of King County.

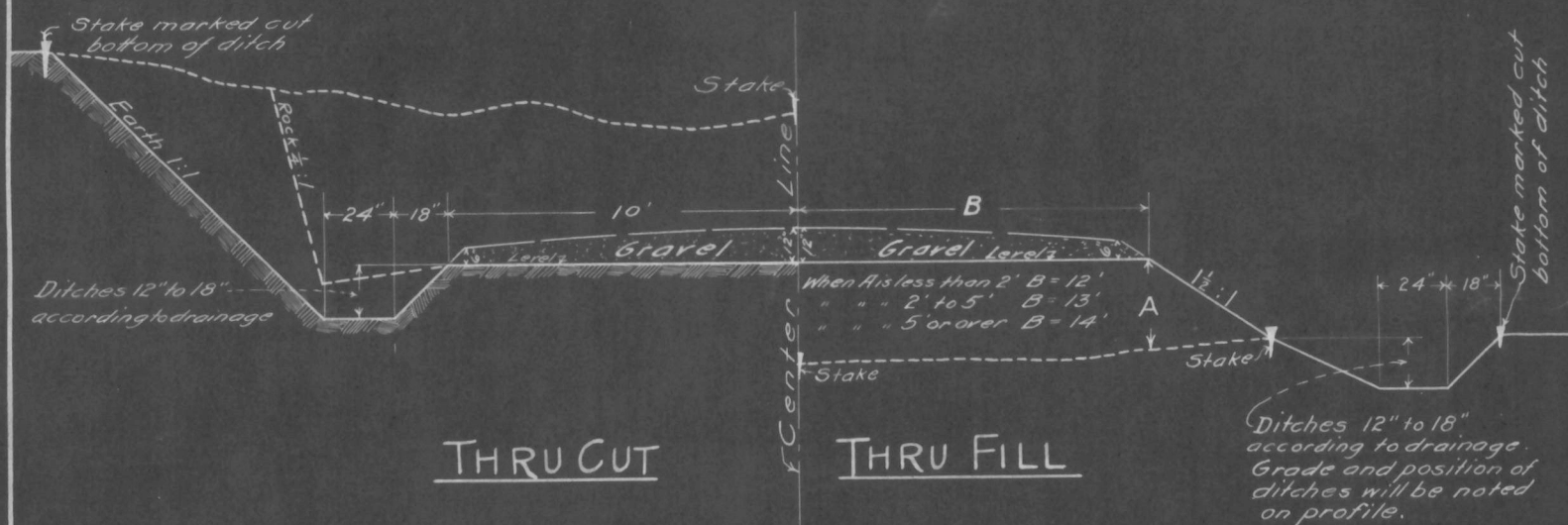
16. On the sub-grade for highway grades, as above, the contractor shall place a gravel layer 12 inches deep at the center, sloping to 6 inches deep at the outer edge of the road. Gravel for this work will be delivered by the Railway Company, unloaded on the ground at a convenient place near the present depot. The contractor shall haul and place the gravel to a true and uniform surface. Payment will be made by the cubic yard, measured in place on the roadway. The price paid shall include all haul.

N. P. R.
 Sketch showing Sections of
 24 ft. Road Way.

Office of Engr. M. of W., Tacoma, Wash. 6-26-1911.



— LEVEL SECTION —



Final Estimate
WCS # 4620

\$ 21997.70 -

May 15th 1912

2597
Northern Pacific Railway Company

St. Paul, Minn., Nov. 10, 1911.

Mr. W. L. Darling,
Chief Engineer.

Dear Sir:

Herewith for your files copy of
Agreement dated August 22nd, 1911, with
Guthrie, McDougall & Company, for grading
for yard and buildings at Auburn.

Yours truly,

W. L. Darling

Encl.



TARIFF
PARCHMENT
W. B. & S. CO.

REG

3597

Saint Paul, October 19, 1911.

Mr. W. C. Smith,

Chief Engineer Maintenance of Way.

Dear Sir:-

Herewith for delivery executed contract dated the 22nd of August, 1911, with Guthrie, McDougall & Company for grading at Auburn.

Please furnish copy for my file.

Yours truly,

Chief Engineer.

Encl.

REG

27597
Saint Paul, October 19, 1911.

Mr. R. H. Relf,

Assistant Secretary.

Dear Sir:-

I hand you herewith contract dated the 22nd of August, 1911, with Guthrie, McDougall & Company for grading for yard and buildings at Auburn.

The President's letter of October 7th authorizing me to execute is also enclosed. It has not been considered necessary to require contractors to furnish bond.

Yours truly,

Chief Engineer.

Encl.

Saint Paul, October 7, 1911.

Mr. W. L. Darling.

Chief Engineer.

Dear Sir:-

Replying to your letter of October 4th, enclosing proposed contract with Guthrie McDougall & Company, covering the grading for yard and buildings at Auburn.

This letter, when filed with the Assistant Secretary, will be your authority to execute the contract for the Railway Company.

Yours truly,

(Signed) Howard Elliott.

President.

MLD

St. Paul, Oct. 4th, 1911..

Mr. Howard Elliott,

P r e s i d e n t .

Dear Sir:-

I hand you herewith for execution or for authority for me to execute contract with Guthrie, McDougall & Company covering the grading for yard and buildings at Auburn. Contract let in accordance with your authority of August 17th last.

It was not considered necessary to secure a bond in this case.

Yours truly,

Chief Engineer.

Encl.

3597

Northern Pacific Railway Company

Saint Paul, October 2, 1911.

Mr. W. L. Darling,
Chief Engineer.

Dear Sir:-

I hand you herewith for execution on the part of the Railway Company, contract with Guthrie, McDougall & Company, covering the grading for yard and buildings at Auburn.

Bond was not requested.

Yours truly,

W. L. Darling

authorized by on 24th August 1911
W. L. Darling not interested
10/11

CHIEF ENGINEER
OCT 3 1911
NOR. PAC. RY.
ST. PAUL, MINN.

X
107
Saint Paul, August 18, 1911.

Mr. W. C. Smith,

Chief Engineer Maintenance of Way.

Dear Sir:-

The President has authorized award of contract to Guthrie, McDougall & Company for grading 30,000 cubic yards at Auburn Yard, as per schedule attached to your letter of the 15th instant. Price for grading to be 20 cts. per cubic yard.

Yours truly,

Chief Engineer.

Northern Pacific Railway Company

CHIEF ENGINEER
AUG 18 1911
NOR. PAC. RY.
ST. PAUL, MINN.

b

Saint Paul, August 17, 1911.

Mr. W. L. Darling,
Chief Engineer.

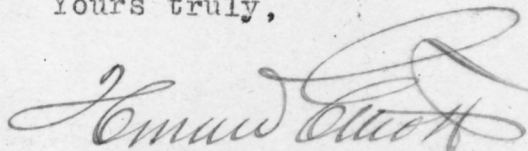
U

Dear Sir:

I have your letter of August 15th enclosing schedule of bids for certain grading in the Auburn Terminal Yards.

This letter will be authority to let the 30,000 yards of grading to Guthrie, McDougall & Company on the basis of the price named.

Yours truly,



President.

X
1
Saint Paul, August 15, 1911.

Mr. Howard Elliott,
President.

Dear Sir:-

I hand you herewith schedule of bids and letter from Mr. Smith dated the 15th instant, for grading that portion of the Auburn terminal yards that can be done by contract.

The total amount of work is approximately 30,000 cubic yards. In addition to this there will be between 4,000 and 5,000 yards of gravel that will have to be hauled and spread on wagon road that is provided for by right of way conditions. It will require considerable haul and the best bid that Mr. Smith was able to get for it was 75 cts. per yard.

The price seems exorbitant and I believe it can be done much less by force account, the Company hauling the material and distributing along the side of the wagon road by train haul and then distributing and putting it on the road by teams paid for by the day.

I would recommend award of contract for the 30,000 yards of grading as well as the necessary clearing grubbing to Guthrie, McDougall & Company at a price of 20 cts. per cubic yard, clearing at \$35.00

Mr. Howard Elliott:- -2- 8/15/11.

per acre and grubbing at \$1.00 per square rod.

Yours truly,

Chief Engineer.

Encl.

NORTHERN PACIFIC RAILWAY COMPANY
SEATTLE DIVISION

STATEMENT OF BIDS FOR GRADING, ETC., AT AUBURN TERMINAL YARDS,
Comptroller's Improvement No. 326 - 1911.

CLASSIFICATION	QUANTITY	ESTIMATE	Taylor & Maquire	McQuaid & Moore	John Nolan	Keasal Construction Co.	Guthrie McDougall & Co.	Cross & Wolff	Nelson Bennett	Anderson Const'n Co.
		Price Amount	Price Amount	Price Amount	Price Amount	Price Amount	Price Amount	Price Amount	Price Amount	Price Amount
Clearing	20 acres	(+)	\$60 \$1200	\$35 \$700	\$125(°)\$2500	\$40 \$800	\$35 \$700	\$125 \$2500	\$55 \$1100	\$85 \$1700
Grubbing	800 sq. rods	(+)	1 800	2 1600		1 800	1 800	5 4000	6 4800	200(#) 1000
Grading, haul up to 600 feet	30000 cu. yds.	21¢	(") \$6300	19.9¢ 5970	21¢ 6300	24½¢ 7350	29¢ 8700	20¢ 6000	21¢ 6300	37¢ 11100
Teams & Driver & Equipment, per hr.		(+)	\$6300	\$7970	8600	9850	10300	7500	12800	17000
Laborers, per hour,		(+)		70¢				60¢		
				22½¢				22½¢		

Total amount authorized for grading, \$27300.

(#) per acre

(°) includes grubbing

(") itemized in estimate as $7+3+6+5 = 21¢$

(+) not included in estimate.

Office of Engineer of Maintenance of Way,
Tacoma, Washington, August 3, 1911.

Revised Office of Chief Engineer Maintenance of Way,
St. Paul, August 15, 1911.

Date. Agreement made the **twenty-second** day of **August** A. D. 191**1**,
between the NORTHERN PACIFIC RAILWAY COMPANY hereinafter called the "Company" and
Parties. **Archibald Guthrie, Charles Ffolliott, H. L. Mundy, of St. Paul, Minnesota, A. D. McDougall and Matt McDougall, of Portland, Oregon, comprising the co-partnership of Guthrie, McDougall & Company,**

hereinafter called the "Contractor."

equipment

The Contractor agrees to furnish all labor, services and ~~material~~ for, and construct, complete and finish in the most thorough workmanlike and substantial manner in every respect to the satisfaction 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 **for clearing, grubbing and grading for yard and buildings, and for constructing a high-way at Auburn, Washington.**

Work.

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.

Date of completion.

The work is to be commenced immediately and completed on or before the **first day of October, A.D. 1911.**

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 will in all things conform to the instructions of the Engineer and his duly appointed assistants.

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 words "material" and "or material" erased and the word "equipment" inserted before execution of this contract.

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 in the opinion of the Engineer be intemperate, disorderly, incompetent, wilfully negligent or dishonest in performance of his duties, he shall on request of the Engineer forthwith be 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.

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.

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:

For all labor services, use of tools and equipment for grading for yard tracks and buildings:

Clearing, per acre	\$35.00
Grubbing, per square rod	1.00
Grading, per cubic yard, including haul up to six hundred (600) feet	0.20
Overhaul, per cubic yard, exceeding six hundred (600) feet,	0.01

For force account work:

Teams, including wagon and driver, per hour	0.60
Laborers, per hour	0.225

The Company will furnish free transportation over its own lines, subject to the review and instructions of its Chief Engineer as to the necessity for and proper use of same, for all men, tools, outfit, equipment and material to the site of the work and for return to original point of shipment, or to any other point on the lines of the Railway Company to which the tariff rate does not exceed that to point of origin, including excess material unused in the work. If such return shipments are made to point to which the tariff is higher than to point of origin, the contractor shall pay such excess of rate only. The Company will charge full tariff rates for transportation of boarding and commissary supplies. Nothing herein contained shall be construed to relieve the contractor from payment of demurrage charges under Car Service Association rules.

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 f i v e days prior to the required stoppage or reduction.
Accelerating work.	If at any time the Contractor shall not in the opinion of the Chief Engineer be 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 said 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 shall at any time 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 then be unpaid.
Contractor to pay all laborers	The Contractor will promptly pay all laborers and others in his employ as their pay falls due, and promptly pay 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, if there shall 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 or 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.

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 a statement of the balance unpaid; and the Company will within thirty days thereafter pay the full balance. The Contractor will at final payment 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.

Release.

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 CLEARING, GRUBBING AND GRADING FOR YARD TRACKS AND BUILDINGS
AND FOR CONSTRUCTING A HIGHWAY AT AUBURN, WASHINGTON.

---000---

1. The location of the work is near the present depot of the Northern Pacific Railway, at Auburn, Washington.

2. The work will consist of the following:

Clearing and grubbing, as required on the site of the new yards and buildings.

Clearing and grubbing for construction of a highway west of the main line from a point opposite 4th Street to what is known as Algoma Road, about 1-3/4 miles.

Constructing such portion of the grade for new yard and buildings as may be required.

Grading for sub-grade for highway.

Hauling and placing gravel for finished grade of highway.

3. Clearing and grubbing:

As much ground included in the right of way as may Engineer in charge of the work may direct shall be cleared of trees, logs, brush and rubbish, all of which shall be burned, except such materials as are made into cross-ties, timber or wood.

From ground adjacent to excavations, all logs, stumps, roots and brush must be thoroughly cleared, so they cannot fall or be washed into cuts or ditches, and to furnish ample space for any required drains or surface ditches at the sides of cuts, or elsewhere.

From ground to be occupied by embankments all trees, logs, brush, rubbish and perishable matter shall be entirely removed.

Where embankments are to be two (2) feet high, or more, all trees, stumps and bushes shall be cut off even with the surface of the ground, and removed.

Where embankments are to be less than two (2) feet high, all stumps and large roots must be grubbed out and removed.

Grubbing will be allowed and paid for only when the excavation is less than four (4) feet deep, or embankment is less than two (2) feet high. The cost of grubbing, where cutting is more than four (4) feet deep, will be included in the price per yard for grading.

Grubbing in borrow pits will not be paid for, and it will not be done where embankments are more than two (2) feet high.

Clearing and grubbing will be paid for only for the surface where actually done.

The above will apply to clearing and grubbing for yards, buildings and highway.

4. Grading for yard and buildings:

Under this head will be included all excavations required for the formation of the road-bed, embankments, sidings, station grounds, cutting all ditches and drains about or contiguous to the road, all borrowing pits, changing of streams, roads or highways, and all other excavations in any way connected with, required for, or incident to the construction of the railroad. It is anticipated that the greater portion of the grading required for the yard will be done by the Railway Company with its own forces and equipment. The contractor shall do such portion as is directed by the Engineer in charge.

5. Excavations and embankments will be of varying widths as determined by stakes set by the Engineer in charge. Side slopes in excavation will be one horizontal to one vertical, and on

embankments, one and one-half horizontal to one vertical. There must be berms not less than four (4) feet in width between slopes of the embankments and borrow pits from which earth is taken, and the slopes of these pits next to embankments must be at least one and one-half horizontal to one vertical.

6. All grading will be classified as earth, and this shall include all material, of whatever nature, encountered.

7. Material in slips, slides or subsidences, and all over-break extending beyond the slope lines, will not be estimated or paid for, unless in the judgment of the Engineer such slips, slides subsidences or over-break were beyond the control of the contractor, and not preventable by the exercise of due care and diligence.

8. Haul:

The price paid per yard for grading shall include the actual haul of materials for any distance not exceeding six hundred (600) feet, and the limit to which any materials may be required to be hauled is twenty-five hundred (2500) feet. For any haul exceeding six hundred (600) feet, the contractors shall be paid one (1) cent per one hundred (100) feet per cubic yard beyond six hundred (600) feet.

MISCELLANEOUS

9. The center line and grades of the road may be changed whenever the Engineer shall consider it necessary or expedient, but no claim will be allowed for damage, nor will any increase of prices be made in consequence of such change.

10. All materials taken from excavations shall be deposited in the embankments except when directed otherwise by the Engineer. All grading shall be estimated, measured and paid for in excavation only except where the shape or surface of such excavation is too irregular to be measured correctly. In such cases the quantities may be measured in the embankment, and the Engineer shall

make a fair allowance for compression or shrinkage, if in his judgment there may be any; which allowance shall in no case exceed ten per cent.

11. In procuring materials from outside the road-bed, the place and manner of taking them out shall be designated by the Engineer.

12. Logs, stumps, brush, or other perishable material will not be allowed in embankments, and sods will not be put in the central part of embankments less than five (5) feet high, except by permission of the Engineer.

13. The price per yard for grading will include the grubbing and removal of all stumps and roots where the grading exceeds four (4) feet in depth; also grubbing in borrow pits of any depth. The full dimensions of the cut or borrow pits will be estimated in such cases; that is, no deduction on account of stumps will be made from the measurements of the borrow pit.

14. The above specifications for grading for yards and buildings will also apply to grading for highway, where not in conflict with the following:

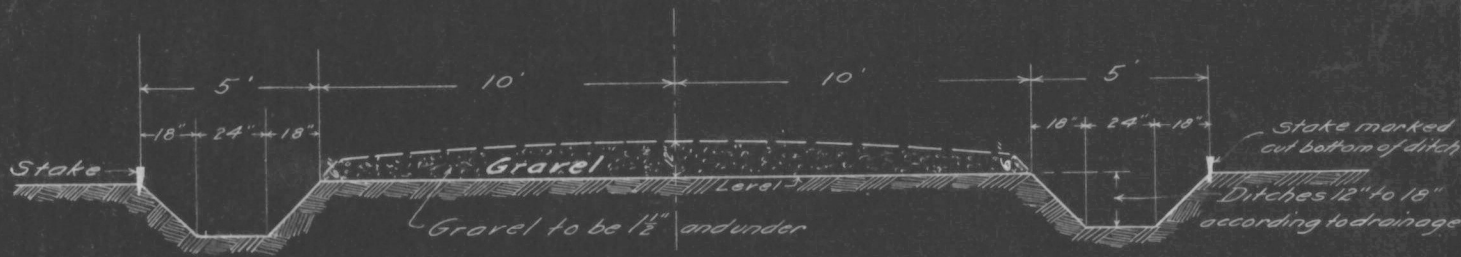
15. The highway shall be graded to a cross-section in accordance with the attached prints. Work on the highway to be subject to the approval of the Engineer in charge, and of the County Engineer of King County.

16. On the sub-grade for highway grades, as above, the contractor shall place a gravel layer 12 inches deep at the center, sloping to 6 inches deep at the outer edge of the road. Gravel for shall be delivered by the Railway Company, unloaded on the convenient place near the present depot. The contractor shall place the gravel to a true and uniform surface. Payment shall be by the cubic yard, measured in place on the road- shall include all haul.

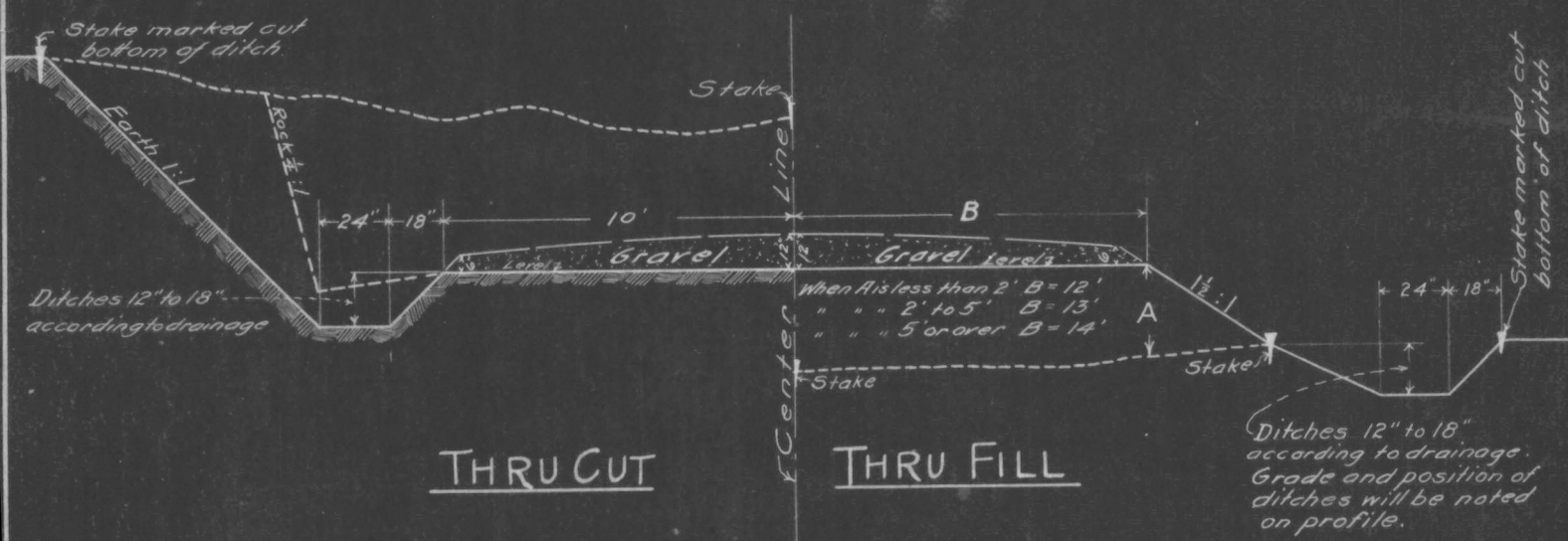
Folio 4220

N. P. R. Sketch showing Sections of 24 ft. Road Way.

Office of Engr. M. of W., Tacoma, Wash. 6-26-1911.



— LEVEL SECTION —



3597
