



Northern Pacific Railway Company.  
Engineering Department Records.

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Form 1757

7-12-11 5M RP

**N. P. RY. CO.**

Chief Engineer.

OFFICE OF

FILE NO. 3741

**SUBJECT:**

Auburn, Wash.,

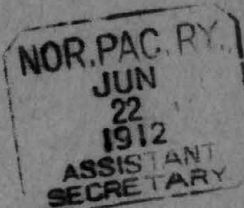
Contract with Rounds-Hursen

Co. for erecting freight shed,

platform, etc.

3741  
FROM  
CHIEF ENGINEER OF MAINTENANCE OF WAY,  
NORTHERN PACIFIC RAILWAY COMPANY,  
ST. PAUL, MINN.

Saint Paul, June 22, 1912.



Mr. R. N. Relf,  
Assistant Secretary.

Dear Sir:-

Referring to your letters to the Chief Engineer the 5th and 17th instant, in regard to the word "during" in the fourth line from top of first page of contract with Rounds Hursen Company dated May 3rd, 1912, for erection of freight transfer shed, platform, etc., at Auburn. I beg to advise that this word should read "doing". Mr. Perkins advises that he has corrected his copy of the contract and I have instructed him to advise the contractors so that their copy may be corrected accordingly.

Yours truly,

C-H.

Copy WLD ✓

SECRET  
1947  
JAN 10 1947  
U.S. DEPT. OF THE ARMY  
WASHINGTON, D.C.



3741  
St. Paul, June 3rd, 1912..

Mr. W. C. Smith,

Chief Engineer, Maintenance of Way.

Dear Sir:-

Herewith for delivery to the contract executed contract dated May 3rd with the Rounds-Hursen Company covering the erection of freight transfer shed, platform, etc., at Auburn, Wash.

Will you please furnish copy for my files. *Received*

Yours truly,

Chief Engineer.

REG R

Encl.

St. Paul, June 3rd, 1912..

Mr. R. H. Relf,

Assistant Secretary.

Dear Sir:-

I hand you herewith executed contract dated May 3rd with Rounds-Hursen Company covering erection of freight transfer shed, platform etc at Auburn Washington, together with letter of June 1st, 1912 from the President authorizing me to execute, also bond in the sum of \$10,000.00 furnished by the Pacific Coast Causaalty Co.

Yours truly,

Chief Engineer.

R G R

Encl.

COPY.

St. Paul June 1st, 1912..

Mr. W. L. Darling, Chief Engineer.

Replying to your letter of May 29th enclosing proposed contract with Rounds-Hursen Co covering the erection of freight transfer shed, platform, etc., at Auburn Wash

This letter when filed with the Assistant Secretary will be your authority to execute the contract for the Northern Pacific.

Howard Elliott,

President.



Date. Agreement made the third (3d) day of May, A. D. 191<sup>2</sup>  
between the NORTHERN PACIFIC RAILWAY COMPANY hereinafter called the "Company" and  
Parties. E. J. Rounds and M. J. Hursen, of Seattle, Washington, a co-  
partnership, doing business under the firm name of Rounds-Hursen  
Company,

hereinafter called the "Contractor."

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, a freight transfer shed 800 feet by 40 feet, with two platforms, each 800 feet by 16 feet; a freight room 48 feet by 14 feet; office and store room 95 feet by 16 feet; foreman's office and cooperage room 42 feet by 14 feet, and privy 6 feet by 10 feet 4 inches, with pit, at Auburn, Washington. (Buildings and platforms to be of wood construction).

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 (1st) day of July, 1912.

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.



No liquors.

Disorderly  
workmen.

Extra work and  
bills therefor.

Work when  
and where  
directed.

Arbitration.

Prices for  
work.

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.

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.

The Contractor will carry on the work in such a manner and at such times and at such points as the Engineer shall direct. The Contractor will carry on the work in such manner and at such times and at such points as the Engineer from time to time shall direct and the Contractor shall have full control of his employes engaged upon the work and be solely responsible for all personal injuries caused in any manner by carrying on any work under this contract.

and his decision shall be final and conclusive on the parties.

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

For all labor, services and material, and for use of tools and equipment for the work complete:-

A freight transfer shed 800' x 40' with two platforms each 800' x 16';, a freight room 48' x 14'; office and store room 95' x 16'; foreman's office and cooperage room 42' x 14'; and privy 6' x 10'4" with pit, (frame construction throughout)

\$12,900.00

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 maple flooring; also free transportation over its own lines west of Spokane for all men, tools, outfit, equipment and such material not otherwise specifically mentioned, 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 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 **five (5)** 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)

SYNOPSIS

FOR

FREIGHT TRANSFER PLATFORM, etc.,  
FOR AMBURN

1. The work will consist of furnishing all labor and material for the construction, complete, of a freight transfer shed 800 ft. x 40 ft., with two platforms each 800 ft. x 16 ft., a freight room 48 ft. x 14 ft., office and store room 96 ft. x 16 ft., foreman's office and cooperage room 42 ft. x 14 ft., and privy 6 ft. x 10 ft. 4 in. with pit.
2. Ground lines shown on plans are approximate, and length of posts under platforms will be varied as may be necessary to bring platforms to the required height. All grading or leveling of ground for buildings to be done by the contractor.
3. All lumber shall be fir unless otherwise specified, and graded by the rules of the Associated Bureau of Grades.

TRANSFER SHED & PLATFORMS

4. LUMBER. Posts and caps to be No. 1 Common rough timbers, except posts supporting shed, which shall be S4S. Joists to be Common and framed to a level top surface. 2" floor plank to be Common S1S. A 3/4" T. & G. maple floor to be laid on the floor planking with tight joints. Truss timbers and rafters to be Common. Roof boards to be 1 x 6 S1S&H Common fencing.
5. HARDWARE & IRON to be as shown on plans and as specified. Wrought and cast iron to be of good quality and suitable for the purpose for which used. Galvanized iron corner guards to be securely fastened to the corners of posts carrying awnings. Corner guards to be made of No. 26 Galvanized Iron 6" x 4'0". Bents to protect



three inches on each side of posts. Furnish and place gutters and down spouts. Down spouts from the floor of platform up to a height of 4 ft. to be of cast iron. Gutters and balance of down spouts to be of No. 24 galvanized iron. Down pipes to be located approximately 96 ft. apart. Posts and gutters to be properly graded to down pipes from each direction.

6. Roofing of shed and other buildings to be medium Faroid manufactured by the F. W. Bird Company, or other approved brand, and to be laid in accordance with manufacturer's specifications.
7. The contractor is held to guarantee the roofing for a period of ten years, and will give a written guarantee to this effect to the Railway Company.

#### OTHER BUILDINGS

8. The office, foreman's office & cooperage shop and freight room shall be constructed in accordance with plans. Sides to be covered with No. 26 galvanized iron lapped one inch. Scales will be furnished by the Railway Company on cars near the building site. The contractor shall unload and set the scales and construct the necessary timber scale foundations.
9. All buildings, except the shed and platform, shall be painted two coats of Indian red on the exterior, except doors, frames and window frames, which shall be painted two coats of bottle green. Interior of office shall be painted two coats of light lead.

X

374

Saint Paul, May 29, 1912.

Mr. Howard Elliott,

P r e s i d e n t .

Dear Sir:

Beg to hand you herewith for execution or authority for me to execute, contract with Rounds-Hursen Company for erection of freight transfer shed, platform, etc. at Auburn, Washington, at a total cost of \$12,900.00; authorized by your letter of the 27th ultimo.

Bond in the sum of \$10,000.00 with the Pacific Coast Casualty' Company attached.

Yours truly,

WLD-D

Chief Engineer

Enc



OFFICE OF  
CHIEF ENGINEER  
MAY 29  
1912  
ST. PAUL MINN.

Saint Paul, May 28, 1912.

Mr. W. L. Darling,  
Chief Engineer.

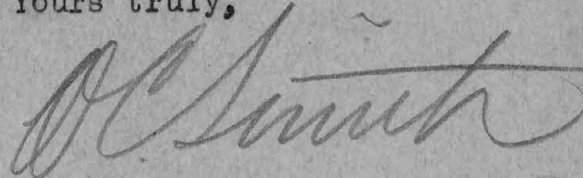
Dear Sir:-

Herewith for execution by the Railway Company,  
contract dated May 3rd, 1912 with Rounds Hursen Company  
of Seattle, for erection of freight transfer shed, platform  
etc., at Auburn, Wash. I also enclose certified copy of  
bond in the sum of \$10,000 with the Pacific Coast Casualty  
Company as surety, given in connection with this contract,  
with the Treasurer's letter of approval of surety attached.  
The original bond has been filed with the Auditor of  
King County, Wash. With these papers you will find an  
extra copy of the contract for your file.

Yours truly,

Encl.

C-H.



*awarded pursuant to auditor's  
letter of April 27<sup>th</sup>*

X

Saint Paul, May 1, 1912.

Mr. W. C. Smith,

Chief Engineer Maintenance of Way.

Dear Sir:

The President has authorized award of contract to Rounds-Hursen Company for the construction of transfer shed and accessories, at an approximate cost of \$12,900.

Will you please arrange for contract.

Yours truly,

WLD-D

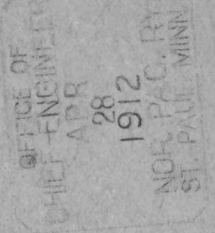
Chief Engineer

Enc

*was file returned*



Saint Paul, April 27th, 1912.



Mr. W. L. Darling,  
Chief Engineer,

Dear sir:

Referring to your letter of April 23rd about some additional facilities at Auburn which were not included in the former bid, - the facilities being a transfer shed and accessories to cost \$10,881.

You may arrange to award the contract to Rounds-Hursen & Company, on the basis of their bid, namely, \$12,900.

Yours truly,

A handwritten signature in cursive script, reading "Ernest Elwell", is written over the typed name.

President.

X  
Saint Paul, April 23, 1912.

Mr. Howard Elliott,

P r e s i d e n t .

Dear Sir:

In connection with the construction of facilities at Auburn, there was authorized on Comptroller's Form a transfer shed and accessories to cost \$10,881.00. Mr. Slade wanted the transfer layout similar to that at Northtown only not quite so large. The matter was then taken up with Mr. Nutt, Mr. Richards and Mr. Roth, who agreed upon a platform 800 feet long, compared with the one at Northtown 1,000 feet in length, and plans have been prepared on that basis.

Bids have been received from the following contractors:

Kelly Bros.	\$14,436.00
Rounds-Hursen Co.	12,900.00
Pearson Construction Co.	13,982.00.

I recommend award of contract to Rounds-Hursen Company.

Copy of letter from Mr. Perkins, Engineer of Maintenance of Way, attached.

Yours truly,

WLD-D

Chief Engineer

Enc



2  
RECEIVED  
ST. PAUL, MINN.  
APR 23 1912  
OFFICE OF  
THE ENGINEER

St. Paul, April 23rd, 1912..

Mr. W. L. Darling,  
Chief Engineer.

Dear Sir:-

Referring to your notation on Mr. Smith's letter of  
April 16th.

Please find below our estimate of cost of the buildings  
required for transfer facilities at Auburn, Washington.

Freight Transfer Shed 40' by 800' with two platforms each 16' x 800'	\$10255.00
Freight room 14' x 48'	432.00
Office and Store room 16' x 95'	1274.40
Office and Cooperage Room 14' x 42'	637.30
Privy 6' x 10'4"	<u>58.25</u>
Total,	\$12656.95

The bid of Rounds Hursen Company, the lowest bidder,  
is \$12900.00.

File returned herewith.

Yours truly,

*J. H. Matay*  
Prin. Asst. Engr.

Encl.

SJB R



X  
Northern Pacific Railway Company.

St. Paul, April 23rd, 1912..

Mr. W. L. Darling,  
Chief Engineer.

Dear Sir:-

Referring to your notation on Mr. Smith's letter of  
April 16th.

Please find below our estimate of cost of the buildings  
required for transfer facilities at Auburn, Washington.

Freight Transfer Shed 40' by 800' with two platforms each 16' x 800'	\$10255.00 ✓
Freight room 14' x 48'	432.00 ✓
Office and Store room 16' x 95'	1274.40 ✓
Office and Cooperage Room 14' x 42'	637.30 ✓
Privy 6' x 10'4"	<u>58.25</u> ✓
Total,	\$12656.95 ✓

The bid of Rounds Hursen Company, the lowest bidder,  
is \$12900.00. ✓

File returned herewith.

Yours truly,

Prin. Asst. Engr.

Encl.

SJB R

FROM 2  
CHIEF ENGINEER OF MAINTENANCE OF WAY,  
NORTHERN PACIFIC RAILWAY COMPANY,  
ST. PAUL, MINN.

Saint Paul, April 16, 1912.

Mr. W. L. Darling,

Chief Engineer.

Dear Sir:-

*2 J. B. Roberts & Son have been chosen as the lowest bidder for the work at Auburn. Estimated cost \$417,000.*

I hand you herewith my entire file in regard to freight transfer facilities at Auburn. It is proposed to duplicate the facilities erected at Northtown, except that the platforms are to be 800 feet long exclusive of the freight room and office building. Prints of the Northtown Facilities modified to show what it is proposed to erect at Auburn, with specifications, are attached. Also Mr. Perkins' letter of April 4th, listing bids which he has received. Rounds-Hursen Company are the lowest bidders, their bid being \$12900.00 as against \$13982.20 Pearson Construction Company and \$14436.00 Kelly Brothers. Mr. Perkins recommends award to Rounds-Hursen Company. This concern built the new depot at Toppenish and are at present erecting the station building, express room, and lunch room at Centralia.

*Co. 1.  
Pls comply.  
4/17  
J.B.*

Yours truly,

Encl.

C-H.

*W. A. Smith*

3741