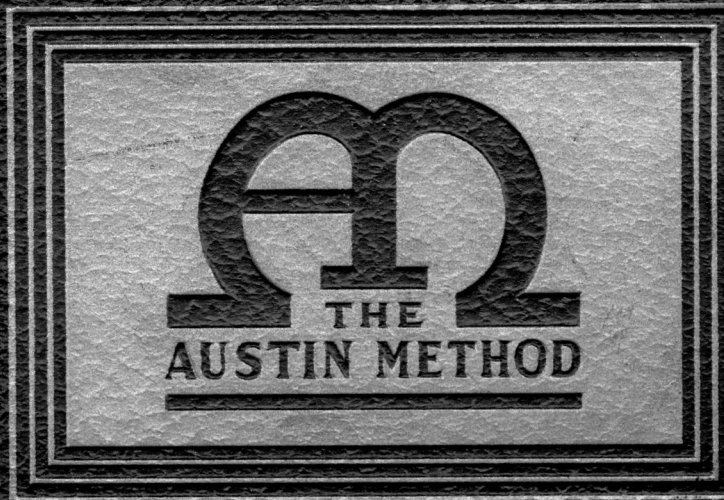




President's Subject Files  
(Nos. 1-728).  
Northern Pacific Railway  
Company records.

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CONTRACT  
COVERING  
CONSTRUCTION  
OF  
WAREHOUSE BUILDING  
AND  
OPEN STORAGE YARD  
FOR  
NORTHERN PACIFIC R.R. CO.  
AT  
EAST AUBURN, WASHINGTON

S-4305

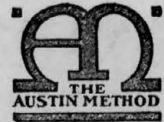
THE AUSTIN COMPANY  
ENGINEERS & BUILDERS

New York	Detroit	Houston
Philadelphia	Indianapolis	Los Angeles
Pittsburgh	Chicago	Oakland
Cleveland	St. Louis	Seattle

The Austin Company, Limited, Toronto, Canada

THE AUSTIN COMPANY • ENGINEERS & BUILDERS

File 295-19



OFFICE OF  
ASST. CHIEF ENGR.  
FEB 2-1943  
N. P. RY. CO.  
SEATTLE, WASH.





CONTRACT NO.

5662

# STANDARD LUMP SUM CONTRACT

1 THIS CONTRACT, made this February, 1943,  
 2 by and between the NORTHERN PACIFIC RAILWAY COMPANY, a  
 3 Wisconsin corporation (called "Owner"),  
 4 and THE AUSTIN COMPANY, an Ohio Corporation, of Cleveland, Ohio, (called "Builder"),

5 WITNESSETH: Owner and Builder, for the considerations hereinafter named, hereby agree as follows:

6 ARTICLE 1: Builder shall provide all the materials and perform all the work required for the construc-  
 7 tion of a Warehouse Building and open Storage Yard

8  
 9  
 10 on land of Owner situated at west of "M" street, and south of main line  
 11 tracks at East Auburn, Washington

12 as shown on the drawings, sheets numbered S-4305, Sheet No. 1, revise dated  
 13 2-1-43

14 and as described in the specifications Sheets 1 to 4, incl., revise dated  
 15 2-1-43

16 prepared by the Builder, which drawings  
 17 and specifications are identified by the signatures of the parties hereto and are a part of this Contract.

18 Builder shall furnish such further drawings and specifications as may be necessary to purchase  
 19 materials and construct the work to be done, and Builder shall conform to the same as part of this Contract, so  
 20 far as they may be consistent with the original drawings and specifications above referred to. Such additional  
 21 drawings and specifications shall be furnished in ample time for all of Builder's requirements. All drawings,  
 22 tracings, blueprints and specifications are, and shall remain, the property of Owner, except that  
 23 two sets of revised blueprints are to be furnished for Builder's records.

24 ARTICLE 2: Owner shall furnish the necessary site, easement, approaches and railroad sidings for the work  
 25 and for the proper handling of materials and supplies on or before 5 days from date of contract  
 26 Owner shall also provide property survey, general building permit, such priority or other orders of public authori-  
 27 ties as may be necessary for Builder to purchase materials, water, air, light and power at the location of the work;  
 28 windstorm, earthquake, and fire insurance in amount sufficient to protect the interests of both Owner and Builder,  
 29 including Builder's equipment, which amount may be recommended by Builder from time to time during the  
 30 progress of the work, to cover the work itself, materials and equipment on hand, and Builder's equipment.  
 31 Owner and Builder expressly agree to cooperate to the end that this Contract may be promptly and properly  
 32 performed.

33 ARTICLE 3: Owner shall provide a Representative authorized to act for him under this Contract. Rep-  
 34 resentative, unless otherwise stipulated by Owner in writing, shall be Mr. A. E. Stotler  
 35 He shall be on the premises during working hours as often as may be necessary to approve changes in design  
 36 or construction. Builder shall permit free access at all reasonable times for the inspection of the work by Owner  
 37 or Representative.

38 ARTICLE 4: After allowing five working days for preparation of detail construction drawings,  
 39 Builder shall substantially complete all work specified in Article 1 in ninety working days after receipt by  
 40 Builder of general building permit, the removal of buildings or obstructions and complete possession of the site.

41 In case the work is substantially completed before the date above specified, Owner shall pay to Builder as a  
 42 bonus and in addition to all other sums, the sum of \$10.00 per day for each working day between the date of such  
 43 substantial completion of the work and the time hereinabove agreed upon for the completion thereof.

44 In case the work is not substantially completed within such time, Builder shall pay to Owner as liquidated  
 45 damages and not as a penalty, the sum of \$10.00 per day for each working day the work remains so uncompleted.

46 A working day is hereby understood to be a day exclusive of Sundays, Saturdays and legal holidays on which  
 47 Builder is able to employ effectively its full working force for all regular working hours. Days on which the full work-  
 48 ing force is employed more than half of and less than the regular working hours shall be a one-half working day.

49 Should Builder be delayed in the erection or in the completion of the work by the act, neglect or default of  
 50 Owner, or by other contractors not under the control of Builder, or by alterations, additional work, public laws,  
 51 regulations, or acts of public officials, or by strikes, lockouts, embargoes, fire, earthquake, windstorm, floods or  
 52 other actions of the elements, acts of war or the public enemy, inability to obtain materials, or by any cause  
 53 beyond Builder's control, which it could not have reasonably foreseen and provided against, then the time  
 54 allowance hereinabove fixed for the completion of the work shall be extended for a period equivalent to the delay.

\$1.00

K.E.

\$1.00

K.E.



1 ARTICLE 5: The price to be paid by Owner to Builder for the performance of the work specified in Article 1  
2 hereof shall be ONE HUNDRED THIRTY FOUR THOUSAND AND NO/100 DOLLARS,  
3 (\$ 134,000.00 - - - - -) Dollars, which price includes all taxes or contributions at the  
4 present rate imposed by the Federal or State governments on Builder's payrolls and compensation to its employees.  
5 Price does not include taxes at the present rate levied upon or in respect to purchase and sale of materials.  
6 Should the rate of such taxes or contributions be increased, Owner shall pay such increase, or if decreased, Builder  
7 shall credit such decrease.  
8 Payments shall be made as follows: A sum equal to 90% of the amount as estimated by Builder and approved  
9 by Representative for labor and materials furnished during the previous half month shall be paid to Builder on  
10 or before the 5th or 20th day respectively. The remaining 10% shall be paid to Builder, one-half fifteen days, and  
11 the remaining one-half thirty days, after substantial completion.

12 ARTICLE 6: Alterations may be made in the work or additional work of similar kind to be performed at the  
13 site may be included hereunder, prior to completion of the work described herein, upon written order of Owner,  
14 and when so ordered the value of the work added or omitted shall be agreed upon by Owner and Builder, and the  
15 amount thereof added to or deducted from the contract price as the case may be. Should Owner and Builder so  
16 agree, extra work may be done on a cost plus basis. Other work not constituting "additional work of similar  
17 kind" may be accepted by Builder, but under price, terms and conditions agreed to at the time of acceptance.

18 ARTICLE 7: If the cost of the work be increased by public laws, regulations, or acts of public officials, by  
19 strikes, lockouts, embargoes, fire, earthquake, windstorm, flood, or other actions of the elements, acts of war  
20 or the public enemy or any cause beyond Builder's control which it could not have reasonably foreseen and  
21 provided against, or should rock, shale, quicksand, water, unforeseen obstructions or earth incapable of  
22 sustaining the soil-bearing pressure used in designing the foundations be encountered, then a reasonable  
23 amount for such additional work, or increased cost, shall be added to the contract price.

24 ARTICLE 8: The making of progress payments by Owner shall not be construed as an absolute acceptance  
25 of the work done up to the time of such payments except as to such matters as are open and obvious. Owner,  
26 however, shall exercise reasonable diligence in discovering and reporting to Builder as the work progresses all  
27 materials and labor which are not in accordance with drawings and specifications, so as to avoid unnecessary  
28 trouble and cost to Builder in making good defective parts. At the time claimed by Builder that the work is  
29 substantially completed, the entire work is to be subject to the inspection of Owner as to defects not obvious  
30 upon inspection during the progress of the work. The final certificate of payment shall be conclusive evidence of  
31 the performance of this contract.

32 ARTICLE 9: Should Builder at any time fail to supply a sufficient number of properly skilled workmen or  
33 sufficient materials of proper quality or fail in any respect to prosecute the work with promptness or diligence,  
34 such failure being certified by Representative, Owner shall be at liberty, three days after service of written notice  
35 on Builder (within which time Builder may begin to remedy such failure) to provide any such labor and materials,  
36 and to deduct the cost thereof from any money then due or thereafter to become due to Builder under this Con-  
37 tract. The reasonable expense incurred by Owner, as herein provided for furnishing labor and materials, shall be  
38 promptly audited and certified by Representative and paid by Builder.

39 ARTICLE 10: Builder guarantees the work against defective workmanship and material for one year from  
40 the date of completion of the work as follows: Upon written notice of any such defects, Builder will either make  
41 necessary repairs or at its option request Owner to make such repairs, all at Builder's expense. Builder does  
42 not guarantee manufactured or manufacturing equipment, but agrees to obtain where practical similar guarantees  
43 from those who furnish such equipment.

44 Builder shall indemnify and save harmless Owner from laborers', mechanics' and materialmen's liens upon the  
45 premises on which the work is located, arising out of the work to be performed under this Contract, provided  
46 that Owner shall have paid all amounts owing to Builder.

47 Builder shall carry direct Public Liability Insurance and shall comply with Workmen's Compensation Laws  
48 relating to the compensation of its injured workmen.

49 Builder, at Owner's option and expense, shall furnish an approved Surety Company's bond for the performance  
50 of this Contract.

1 ARTICLE 11: If the work should be stopped for a period of seven (7) days by Owner or Representative, or  
2 if Owner should fail to pay to Builder within seven (7) days after it is due, any sum then payable Builder or  
3 awarded by Arbitrators, or if Owner should fail for such period to perform any other obligation hereunder, then  
4 Builder may, three days after service of written notice to Owner, stop work or terminate this contract and recover  
5 from Owner payment for all work performed, all obligations incurred by Builder which cannot be cancelled, all  
6 loss sustained upon the plant or material, Builder's anticipated profit on the contract, and any other expense,  
7 loss or damage which Builder may sustain. If the work should be stopped for a period of thirty (30) days by any  
8 public law, regulation, acts of public officials or other causes not the fault of Owner or Builder, then Builder shall  
9 have the right and option, upon three days written notice to Owner, to terminate this contract and to be paid by  
10 Owner for all work performed, all obligations incurred by Builder which cannot be cancelled, all loss sustained  
11 upon the plant or material, and that proportion of Builder's anticipated profit on the contract which the entire  
12 cost incurred bears to the total amount of the contract.

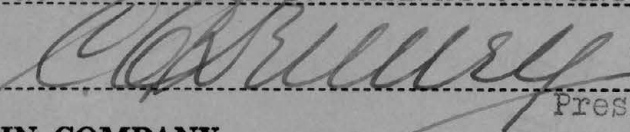
13 ARTICLE 12: In the event of any disagreement arising under this Contract, it shall, upon written notice of  
14 either to the other party, be submitted to three arbitrators for decision. Each party shall choose one arbitrator  
15 within ten days after receipt of such notice, the third to be chosen within ten days by the two thus selected.  
16 The decision of a majority of said arbitrators shall be final and binding upon both parties to this Contract.  
17 Such arbitrators' decision shall be delivered to each party in writing on or before ten (10) days (or such further  
18 time as the arbitrators may fix) after the submission of any matter to them for their decision. Each party shall  
19 pay the cost and expense of the arbitrator it selects, but the cost and expense of the third arbitrator and the  
20 remainder of the expense of the arbitration shall be borne equally by the parties hereto.

21 ARTICLE 13: All and singular the terms, covenants and conditions hereof shall be binding upon and shall  
22 inure to the benefit of, as the case may be, the administrators, executors, heirs, successors and assigns of the  
23 respective parties hereto.

24 This Contract shall not become effective to bind Builder until it has been approved and signed by Builder's  
25 President, Vice President, Secretary, or Treasurer at its main office.

26 IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first  
27 above written.

OWNER NORTHERN PACIFIC RAILWAY COMPANY

BY  President.

THE AUSTIN COMPANY

BY Richard Ellis-Acting District Manager

APPROVED \_\_\_\_\_  
President Vice President



OUTLINE SPECIFICATIONS  
FOR  
STORAGE WAREHOUSE  
FOR  
NORTHERN PACIFIC RAILWAY COMPANY  
SEATTLE, WASHINGTON

The Austin Company  
Seattle, Washington

Engineers & Builders  
January 28, 1943

Revised February 1, 1943

LOCATION: The building will be built on the Owner's property at Auburn, Washington as and where shown on the plot plan on the drawing.

SITE: It is assumed that the site will be turned over to the Builder free and clear of all obstructions, equipment, etc. which would interfere with normal building procedure.

GENERAL DESCRIPTION: The building will be a one story frame structure 1000'0" x 84'0" with a minimum clearance of 20'0" to the underside of the roof joists. A loading platform of concrete construction 8'0" wide with a wood canopy over at the roof eaves level will be installed the full length of the east side of the building paralleling the railroad tracks. The floor slab will be of concrete laid on the grade.

The exterior walls will be of open stud construction supported on a continuous concrete footing wall, and sheathed on the outside only with 1" shiplap laid "overlap".

The roof will be of purlin construction, supported on wood beams and posts set on concrete footings. The roof waterproofing will be extra heavy rolled roofing installed on a 2" plank deck

A toilet room and lunch room will be installed where indicated on the west wall with an office area adjoining. The enclosing walls of this unit will be of open studs, sheathed on the warehouse side with 1" shiplap. A ceiling will be installed at an 8'0" height of open rafters. The walls and ceilings of the toilet and lunch room will be finished with 1" shiplap; the office area 1/4" plasterboard or similar material installed with wood battens. Sash and doors will be installed as shown.

The loading platform will be of concrete construction laid on the grade with a concrete retaining wall extending down to the track bed level.

The building will be mechanically and electrically equipped as specified hereafter and will be built

RE.

substantially as shown on the drawing S-4305, Sheet No. 1, dated 1-28-43.

GRADING:

The Builder will rough grade the site in the hatched areas indicated on the plot plan as required for the finished elevations. This grading will extend 10'0" beyond the west building line of the Warehouse Building. It is assumed that sufficient grading material exists on the site to do this work.

EXCAVATION:

The Builder will do all excavation necessary for all footings and foundations, etc. for the proper installation of all foundation work and upon completion of such work will backfill as required.

CONCRETE WORK:

All concrete work in the wall and column footings, the retaining wall and the floor slab will be 1-3-5 mix, unreinforced.

All cement will be domestic portland cement; all aggregates fresh water washed sand and gravel to meet the requirements of the American Society for Testing Materials.

The floor slab will be given a steel trowelled monolithic finish. All necessary expansion joints will be installed as required.

CARPENTRY:

All material for structural work, studs and roof joists, and the wall sheathing will be No. 1 Common Western Fir; the roof decking No. 2 Common Western Fir.

All millwork will be B & Better V.G. Fir.

All framing will be installed in a thoroughly workmanlike manner to secure rigid framing throughout.

All posts will rest squarely on concrete plinths, secured with 3/4" x 8" dowels. All beams will rest securely on the wood posts. Bracing will be installed every 40'0" along the center line of posts, as indicated, and on the exterior walls with a minimum clearance of 16'0" at the walls and 17'0" on the center line. Similar bracing will be installed longitudinally on the center line, ~~spaced~~ spaced 80'0" on centers.

All wood sash will be stock sash 1-3/8" thick, double hung, glazed, with D.S.B. glass.

The shipping doors will be built for 10'0" x 8'0" openings where indicated. They will be built of standard Austin construction, 2-1/4" thick, single slide, hung with standard sliding door track and hardware. All single doors will be stock design 1-3/8" thick.

All toilet divisions and doors will be framed in wood panelled construction.

R.E.



All necessary finished hardware will be installed as required, of stock pattern.

ROOFING:

The roof deck will be waterproofed with one (1) ~~xxxxxxx~~ layer of Grade "A" prepared roofing, Mica surfaced, of approved manufacture, weighting 55 pounds per square. The roofing will be laid shingle-fashion with a 2" lap at all horizontal joints, and a 3" lap at all vertical joints. The roofing will be thoroughly secured to the deck with galvanized roofing nails and the joints cemented so that in no case will felt touch felt. The roofing will extend over an underside the eaves and gable projections. The roofing will be installed strictly in accordance with the manufacturer's directions.

PAINTING:

All of the exposed exterior wood, exterior doors and millwork will be painted one (1) coat of approved "camouflage" paint. All exterior doors will be primed before painting.

ELECTRICAL  
WORK:

It is assumed that adequate service is available at the site for all electrical requirements for lighting only.

Four (4) 200 watt outlets, sockets and drop cords only, will be installed crosswise in each Warehouse bay, locally switched at each shipping door. Similar outlets will be installed on each shipping door with one (1) extra between each door. Six (6) 300 watt outlets will be installed in the Office Area; one (1) 100 watt in the toilet; and two (2) in the lunchroom; all equipped with glass enclosed fixtures and locally switched.

Two (2) duplex convenience outlets will be installed in the Office Area; one (1) in the toilet and two (2) in the lunchroom.

Two (2) outlets for 2 - 5000 watt heaters will be installed in the Office Area; one (1) for 2000 watt in the toilet and two (2) for 2000 watt in the lunchrooms.

All wiring will be run knob and tube.

No heaters or lamps are included.

PLUMBING:

Fixtures as indicated on the drawing will be furnished and installed complete. These fixtures will be of standard quality and manufacture, equal to those as manufactured by the Standard Sanitary Manufacturing Company.

The water supply will be obtained from the fire hydrant system as specified.

A forty (40) gallon National Electric or equal hot water storage tank will be furnished and installed complete.

Hot and cold water will be piped to all fixtures as required.

The sanitary drainage from the above fixtures will be drained to a 1500 gallon septic tank located approximately 15'0" west of the west building line with an adequate agricultural tile disposal field laid on a gravel bed.

Eight (8) standard construction fire hydrants will be installed; four (4) on each side of the building where indicated on the drawing.

The Builder will run a 6" wood pipe from the existing 12" main in "M" street west of the property to supply fire hydrants and plumbing equipment. A 3/4" line will be run into the building to supply plumbing fixtures.

RAILROAD  
TRACKAGE:

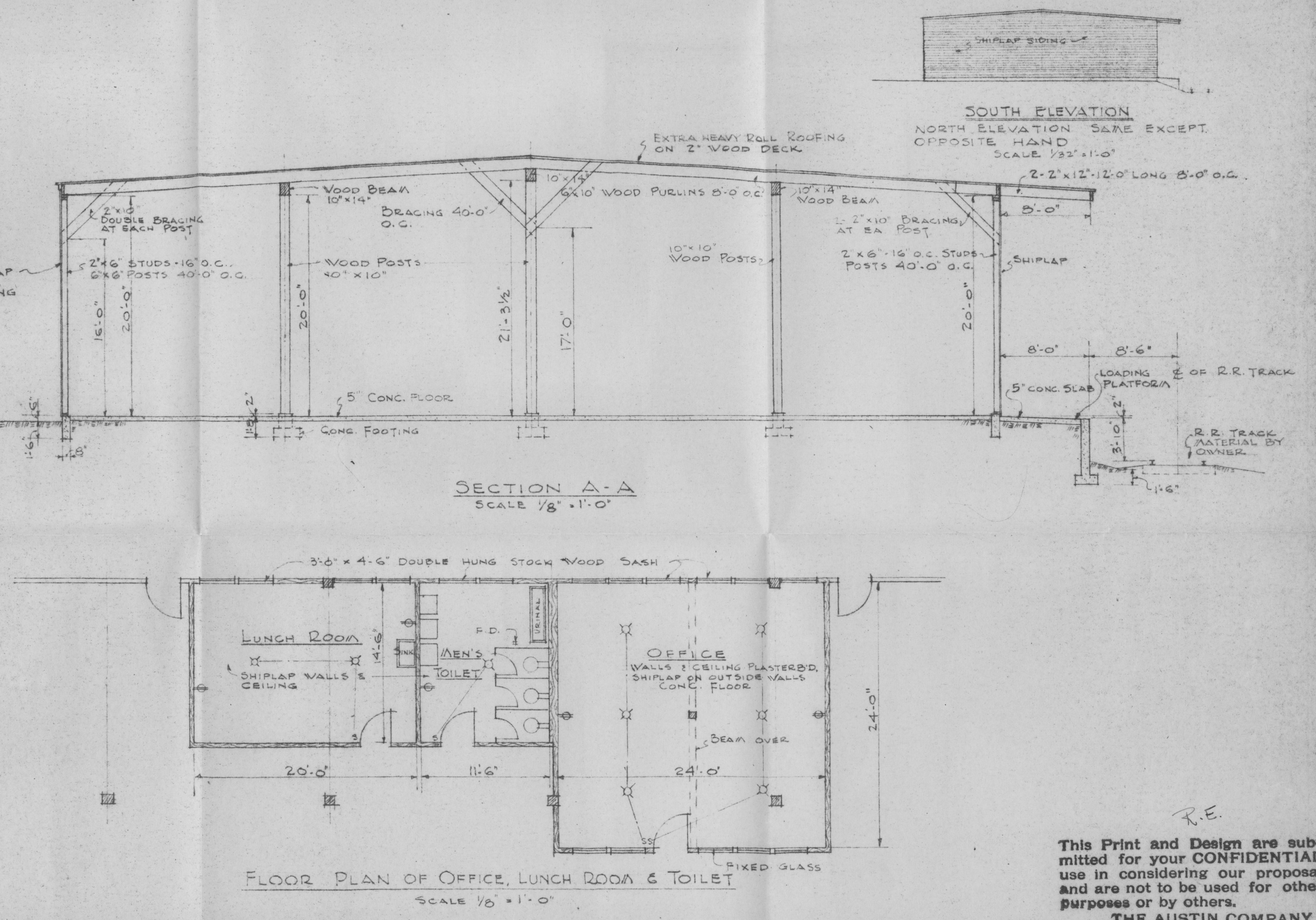
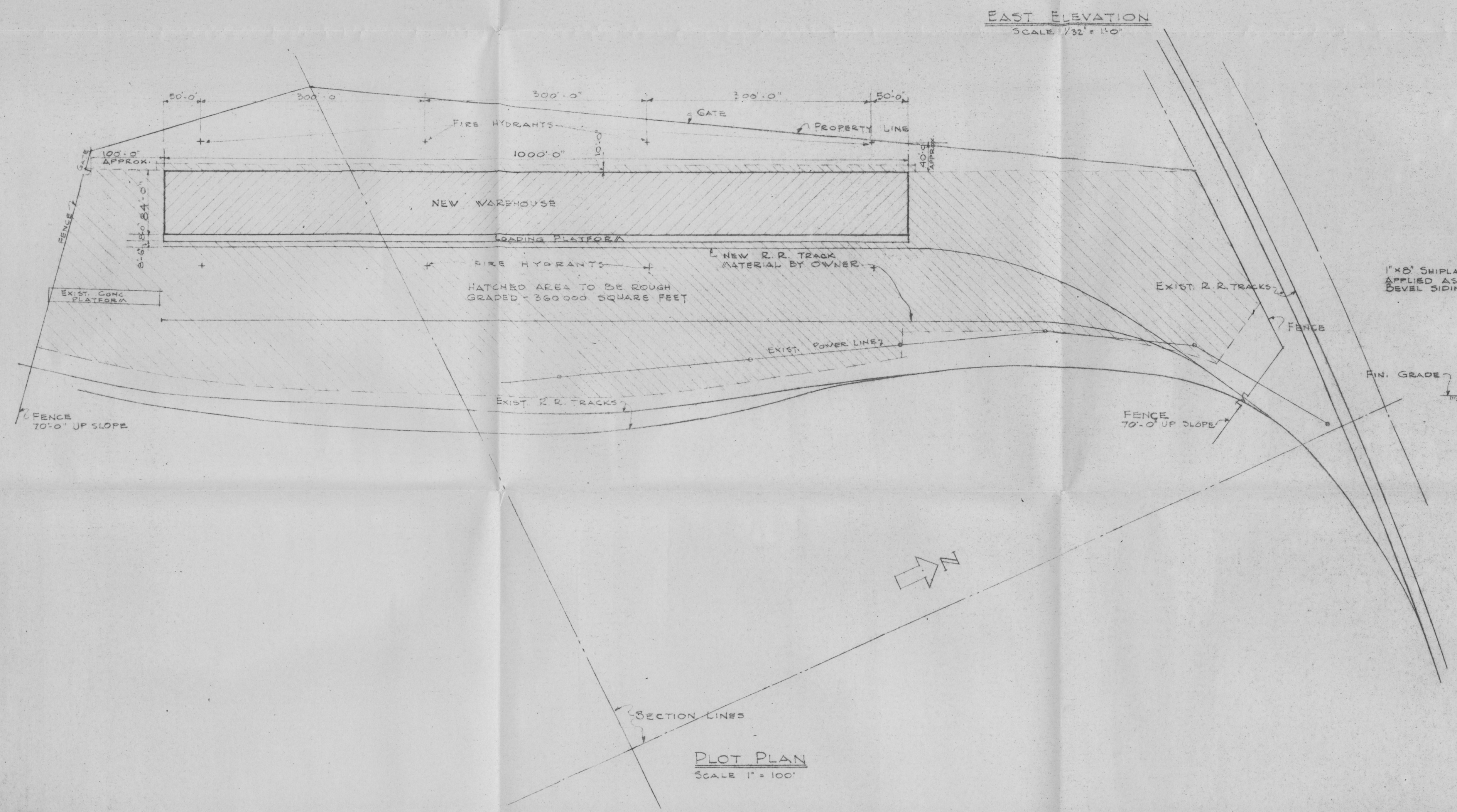
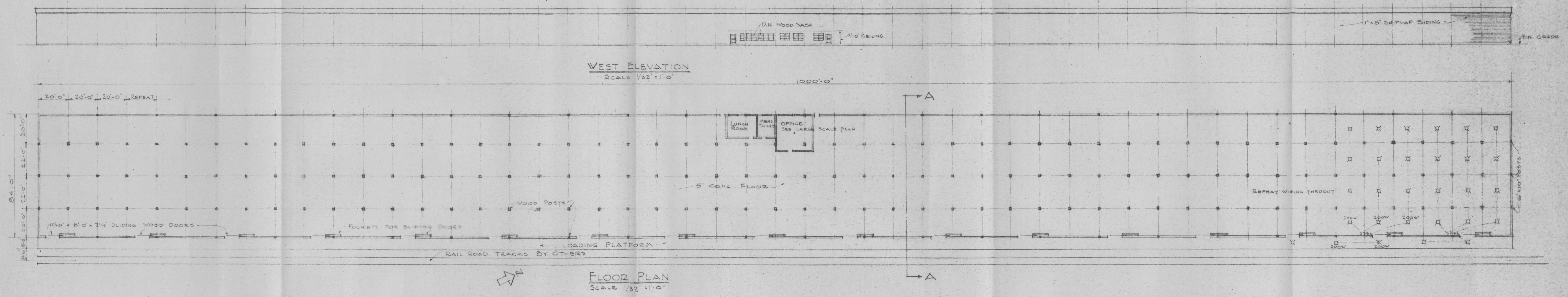
The Owner will furnish all material required for the railroad track, including rails, ties and accessories. (Ties to be furnished Owner by "Lend-Lease").

The Builder will lay the tracks as indicated on the drawings.

FENCE:

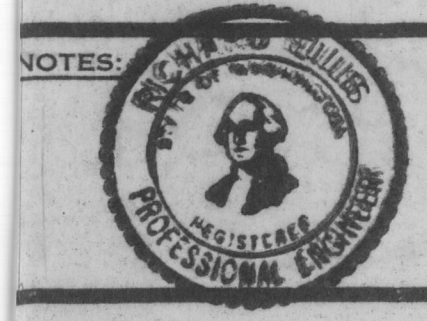
The Builder will construct a wire fence on three sides of the property as shown on the drawing. This fence will be constructed with 6 x 6 wood posts, spaced approximately eight to ten feet on centers. Fencing will consist of #12-gauge square mesh standard fencing. It will be 6 feet high and on top there will be an extension with three strands of barbed wire. There will be two (2) gates provided as indicated on the drawings.





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THE AUSTIN COMPANY



DATE	REVISION	BY	CHKD BY	DATE	REVISION	BY	CHKD BY

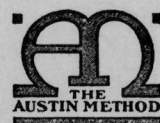
**THE AUSTIN COMPANY**  
ENGINEERS AND BUILDERS  
SEATTLE

DRAWN BY: H.P. DATE: 2-1-43  
CHECKED BY: H.P. DATE: 2-1-43  
SCALE: AS NOTED

**CONTRACT NO.**  
S-4305

**SHEET NO.**  
1





MADE IN U.S.A.  
BOND  
HARVEY

MADE IN U.S.A.  
BOND  
HARVEY



