

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECALAMTION
KLAMATH IRRIGATI ON PROJECT

I2r-2409

CONTRACT FOR RAILROAD CROSSINGS OVER GOVERNMENT
IRRIGATION WORKS.

District Counsel Copy

1. THIS AGREEMENT, made and entered into this 24th day of June, A.D. 1930, by and between THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, acting in this behalf by the contracting officer executing this agreement, under the provisions of the Act of Congress approved June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, commonly known and referred to as the Reclamation Law, and the GREAT NORTHERN RAILWAY COMPANY, a corporation created, organized and existing under and by virtue of the laws of the State of Minnesota, with its principal offices and place of business at 175 East 4th Street, in the City of St. Paul, Ramsey County, State of Minnesota, hereinafter referred to as the Company, its successors and assigns;

WITNESSETH:

2. WHEREAS, the Company is engaged in the construction of a line of railroad in Klamath County, Oregon, from a point near Klamath Falls, in said County, to the Oregon-California boundary line, the location of said line being more particularly shown on blue print plat Number _____, a copy of which is attached hereto and by this reference made a part hereof; and

3. WHEREAS, the construction of said line of railroad will

involve numerous crossings by said railroad over the right of way and various canals, laterals, ditches, flumes, pipe lines, water conduits and/or other works of similar character heretofore constructed and to be constructed by the United States for use in connection with the Klamath Irrigation Project;

4. NOW THEREFORE, the parties hereto do hereby mutually covenant and agree as follows, to-wit:

5. The United States does hereby grant, subject to the limitations and conditions hereinafter contained, unto the Company, the right to construct, operate and maintain its line of railroad upon the right of way and over and across the various canals, laterals, ditches, flumes, pipe lines, water conduits and/or other works of similar character of the Klamath Project, at all points in Klamath County, Oregon, where such crossings are involved in the construction of said line of railroad in the location shown in red on the afore_said blueprint plat No. _____.

6. The Company shall construct, maintain and operate its said line of railroad at the points of crossing in a good and workmanlike manner, and so as not to interfere with the flow of water in any of the aforesaid irrigation works, and without injury thereto, or interference with the operation thereof. Any changes in the said works, including also any changes in telephone, telegraph and/or electrical transmission lines necessary to be made to effect said crossings, or any of them, shall be made by and at the expense of the Company, pursuant to plans and specifications approved by the Chief Engineer of the Bureau of Reclamation,

or at the option of the United States such changes may be made by the United States, and the cost thereof will be paid by the Company to the local fiscal agent of the Bureau of Reclamation promptly upon presentation of itemized bill therefor. If such changes involve relocation of any of the aforesaid works, including relocation of telephone, telegraph and/or electrical transmission lines, the Company agrees that prior to such relocation it will cause to be conveyed to the United States unencumbered fee simple title to any and all lands required for rights of way therefor, and in connection therewith the Company further agrees that it will furnish at its own cost and expense Policy or Policies of Title Insurance issued by a reliable title insurance company in an amount equal to the reasonable value of such lands.

7. Should the United States at any time hereafter enlarge any of its existing canals, laterals, ditches, flumes, pipe lines, water conduits, and/or other works of similar character in Klamath County, Oregon, including telephone, telegraph and/or electrical transmission lines, the Company hereby agrees that the United States may occupy, so far as may be necessary or desirable for such purpose, the right of way of the Company shown on the aforesaid blue print plat Number _____. Any expense incident to such enlargement due to the existence on the ground of the Company's tracks and right of way, and/or other property, shall be borne by the Company, and the Company hereby promises and agrees to promptly pay such cost upon presentation of itemized bills

therefor, the Company also agrees that the United States may occupy and use the Company's right of way as shown on the aforesaid blue print plat Number _____ for the construction of other and additional canals, laterals, ditches, flumes, pipe lines, water conduits and/or other works of similar character hereafter constructed by or under the authority of the United States in Klamath County, Oregon, it being understood and agreed that in event of such use and occupancy of the Company's right of way all construction work in connection therewith shall be performed by or at the cost and expense of the United States in accordance with plans and specifications to be approved by the Company, which said plans and specifications, however, shall be of no more substantial character or design than the plans and specifications of the United States covering the construction by the Company of crossings over existing irrigation works.

8. The plans and specifications for the crossings of said line of railway over and across the right of way, and the canals, laterals, ditches, flumes, pipe lines, water conduits and/or other works of similar character heretofore or hereafter constructed, including any changes deemed necessary in any of such works, shall be submitted to the Chief Engineer of the Bureau of Reclamation, and be approved by him before work is commenced, and all work shall be done in accordance with such approved plans and specifications. After any crossing structure has been erected no material alterations or changes therein shall be made unless and until the approval of said Chief Engineer to such alterations or changes shall have been first had and obtained.

9. In case any repairs to any portion of any of the canals, laterals, ditches, flumes, pipe lines, water conduits, telephone, telegraph or electrical transmission lines, and/or other works of similar character, within the limits of the crossings involved in the construction of the line of railway of the Company in the location shown on the attached blue print plat, are deemed necessary by the United States after construction of said crossings, whether due to the operation or maintenance of the line of railway within said limits or otherwise, the necessary work on the crossing or crossings will be promptly made by the Company on notice. In case of failure of the Company to make such repairs the United States may do so and the Company will, within sixty days after receipt from the Bureau of Reclamation of itemized bills therefor, pay to the local fiscal agent of the Bureau of Reclamation for the United States, the cost of such repairs made by the United States. The provisions of this paragraph shall apply both to canals, laterals, ditches, flumes, pipe lines, water conduits and/or other works of similar character now constructed, and any of such works hereafter constructed by the United States, its successors and assigns.

10. Cost of inspection by the United States of any and all work performed by the Company in connection with changes or repairs necessary to be made in any of the aforesaid works of the Klamath Project, or in connection with the construction of railroad crossings over irrigation works heretofore or hereafter constructed shall be borne by the Company, and payment therefor will be made

to the Bureau of Reclamation promptly upon the presentation of itemized bills therefor.

11. The Company agrees that it will be responsible for any and all damage resulting directly or indirectly to any of the canals, laterals, ditches, flumes, pipe lines, water conduits, telephone, telegraph, or electrical transmission lines, and/or other works of similar character, or other property of the United States, from the construction, maintenance or operation of said railway crossings, or any of them, or for any damage direct or indirect on that account.

12. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the contract be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

MAY 12 1932

THE UNITED STATES OF AMERICA,

By B. E. Hayden
Superintendent
Bureau of Reclamation

GREAT NORTHERN RAILWAY COMPANY,

By W. P. Kenney
Vice President

ATTEST:

F. L. Pastzell
Secretary

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(SEAL)

STATEMENT AND CERTIFICATE
OF AWARD

No. IR-2409
(Contract)

Date June 24, 1930

DEPARTMENT OF THE INTERIOR
(Department or establishment)

BUREAU OF RECLAMATION
(Bureau or office)

Klamath Falls, Oregon
(Location)

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. (a) After advertising by circular letters sent to.....dealers.
(b) And by notices posted in public places.
(If notices were not posted in addition to advertising by circular letters sent to dealers, explanation of such omission must be made. The notation on the certificate below must be "2 (a) (b)" or "2 (a)," depending on whether or not notices were posted.)
3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising in accordance with
5. Without advertising, it being impracticable to secure competition because of Contract made with railway company requesting right of way

(Here state circumstances under which the securing of competition was impracticable)

AWARD OF CONTRACT

- A. To lowest bidder as to price (Expenditures).
- B. To other than the lowest bidder as to price (Expenditures).
- C. To highest bidder as to price (Receipts).
- D. To other than the highest bidder as to price (Receipts)

CERTIFICATE

I CERTIFY that the foregoing statement is true and correct; that the agreement was made in consequence of No. 5 of the method of or absence of advertising and in accordance with award of contract lettered, as shown above; that where lower bids (expenditure contracts) or higher bids (receipt contracts) as to price were received a statement of reasons for their rejection, together with an abstract of bids received, including all lower than that accepted in case of expenditure contracts and all higher in case of receipt contracts, is given below or on the reverse hereof or on a separate sheet attached hereto; that the articles or services covered by the agreement (expenditure) are necessary for the public service, and that the prices charged are just and reasonable.

B. E. Hayden

Superintendent, Bureau of Reclamation

(Signature of contracting officer)

(Title)

NOTE.—This statement and certificate will be used to support all agreements, both formal contracts and less formal agreements of whatever character, involving the expenditure or receipt of public funds. It must be executed and signed by the contracting officer (unless the award is made by or is subject to approval by an officer other than the contracting officer, when execution and signature may be made by such officer).

C E R T I F I C A T E

I HEREBY CERTIFY that the blue print plat referred to in Articles 2, 5 and 7 of the attached contract is not attached to this contract for the reason that the Great Northern Railway Company, subsequent to the execution of the contract by the railway company officials, changed the location of the railway line and that the revised location is now shown on Exhibits "C-1", "C-3" and "C-4", attached to and made a part of contract dated May 28, 1931, between the United States and the Great Northern Railway Company, which said contract is amendatory to the attached contract insofar as the location of the railway line is concerned.

I FURTHER CERTIFY that the certificate showing authority of the railway officials to execute the attached contract is attached to contract dated June 25, 1930 (Symbol No. 12r-2409) between the United States and the Great Northern Railway Company.

Dated at Alamath Falls, Oregon, this 18th day of May, 1932.

B. E. Hayden
Superintendent,
Bureau of Reclamation.

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

District Counsel Copy

OFFICE OF DISTRICT COUNSEL
U. S. RECLAMATION SERVICE
PORTLAND, OREGON.

Klamath Irrigation Project

MAY 13 1932

RECORD OF EXECUTION OF CONTRACT

June 24, 1930

IN RE CONTRACT, and bond, if any, relating to above-named project, dated
symbol and number 12r-2409; made by Grant Northern Railway Company
amount involved, \$.....; authority No. or clearing account
purpose Contract for railroad crossing over Govt. irrigation works
Reference: Authority to execute given 2/27/31 by First Asst. Sec. Interior

Notice of execution of contract to be given Chief Engineer at Denver, Superintend-
ent at Klamath Falls, Oregon, District Counsel at Portland, Oregon
and

Klamath Falls, Oregon Place Date May 12, 1932

1. On this date the above-described contract was executed (or) passed, and bond, if
any, approved (or) passed, by this office, and transmitted to district counsel for legal
approval.

B. E. Hayden, Project Superintendent.

Inclosures: Statement & Cert. of Award, Orig. & 3
Original and 3 copies of this form. Certificate, Orig. & 4
Original and 4 copies of contract.

Place Portland, Ore. Date May 13, 1932

2. On this date the above-described contract, with bond, if any, was given legal
approval by this office, and transmitted to the Project (Klamath Falls) office.

Spencer L. Baird, Associate District Counsel.

Inclosures:
Original and 2 copies of this form.
Original and 3 copies of contract.

Denver, Colorado, Date

3. On this date the above-described contract was executed, and bond, if any,
approved by this office.

....., Chief Engineer.

Denver, Colorado, Date

4. On this date the above-described contract, with bond, if any, was passed by this
office and transmitted to the Washington office.

....., Chief Engineer.

Inclosures:
Original and copies of this form.
Original and copies of contract.

Washington, D. C., Date

5. On this date the above-described contract was executed, and bond, if any,
approved by

....., Commissioner.