

St. Helens Mist

OFFICIAL PAPER OF COLUMBIA COUNTY

VOLUME XXXIV.

ST. HELENS, OREGON, FRIDAY, JUNE 18, 1915.

NO. 26

COUNTY COURT SETTLES CONTRACT

THE CONSOLIDATED CONTRACT COMPANY—\$65,000 ALLOWED FOR WORK PERFORMED.

NEW CONTRACT AWARDED

County Relieved From Liabilities of Contract Brought by Spokane, Portland and Seattle Railway Co.

After several counter propositions the County Court and the Consolidated Contract Company, a settlement was effected at a meeting held at the court house Saturday. The court allowed the contract company \$65,000 for work which had been performed on the highway. The County Court entered into a new contract with Sandifer & Clark of Portland, to proceed with the construction work. There is available for this work \$85,000, but the court has been best to withhold \$25,000, to be used in bridge construction and grading. The remaining \$60,000 to be used by the new contract company when it will be optional with the court to cancel the contract as desired.

At several points along the route the former company obliterated the road, making traffic impossible. These sections are to be reworked immediately in order that traffic may be resumed. Material is being assembled at other places along the route and work will be commenced at once.

Taking into consideration the fact that the former contract company had performed the work which was the most profitable, the court had a suspicion that a reasonable effort to complete the work would be difficult to secure, but the consideration settled on by the contractors is considered satisfactory.

Following is the official record of the proceedings in full: Saturday, June 12, 1915, 11th Judicial Day. Court came pursuant to adjournment. Officers all present. Due proclamation being made, the following proceedings were had: In the matter of constructing a portion of the Columbia Highway, settlement in full with Consolidated Contract Co.

A regularly called meeting of the County Court of Columbia County, Oregon, for the State of Oregon, was called to order on Saturday, June 12, 1915, at 2 o'clock P. M., by County Judge A. L. Clark. There were present all members of the County Court, to-wit: A. L. Clark, County Judge; John Wood, County Commissioner; and A. E. Harvey, County Commissioner.

Thereupon the question of effecting final and final settlement of all claims of the Consolidated Contract Co., under its contract with Columbia County of May 8, 1914, came on for consideration and there was submitted to the County Court a communication from the State Engineer and his deputies in words and figures as follows:

"Portland, Oregon, June 10, 1915. To the County Court of Columbia County: "After due consideration of the claims made by the Consolidated Contract Company under its contract of May 8, 1914, and the work done by it on the Columbia Highway in Columbia County since May 1, 1915, and all the facts and circumstances surrounding the controversy heretofore existing between said company and Columbia County, we have concluded to recommend, and do hereby recommend, that in order to effect a final and final settlement of all claims of said company under or by virtue of said contract and all controversies and differences heretofore existing between said company and Columbia County, \$65,000.00 be paid by Columbia County to accomplish and in consideration of such settlement.

"JOHN H. LEWIS, State Engineer. "E. I. CANTINE, Chief Deputy. "L. GRISWOLD, Ass't Engineer. "C. C. KELLEY, Dist. Engineer. Thereupon it was, by the affirmative vote of the three members of the County Court, unanimously ordered that Columbia County pay \$65,000.00 in settlement of all claims of and controversies and differences with the Consolidated Contract Co., upon said company and the New England Casualty Company joining Columbia County in the execution of a settlement agreement in words and figures as follows, to-wit:

"Whereas, on May 8, 1914, a written contract was made and entered into by and between the 'Consolidated Contract Co.', a corporation, hereinafter called 'Contractor,' and 'Columbia County in and of the State of Oregon,' hereinafter called 'County,' in and by which said Contractor agreed to construct a certain portion of the Columbia Highway in said Columbia County at the prices and on the terms and conditions set forth and referred to in said contract; and 'Whereas, in compliance with the provisions of said contract and the laws of the State of Oregon said Contractor furnished to said County a written bond, with said Contractor as principal and the 'New England Casualty Company,' hereinafter called 'Surety,' as surety therein, for the full and faithful performance of said contract, which said bond is dated May 11, 1914, and contains the following provision, to-wit: 'Now, therefore, if the principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the said contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said contract, upon the terms proposed therein, and shall indemnify and save harmless the County of Columbia, Oregon, the State Highway Engineer, their officers and agents, as therein stipulated, against any direct or indirect damages that shall be suffered or claimed, or injuries to person or property during the construction of said road and until the same is accepted, shall pay all laborers, mechanics, sub-contractors and material men, and all persons who shall supply such laborers, mechanics or sub-contractors with materials, supplies or provisions for carrying on such work, and all just debts, dues and demands incurred in the performance of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.' and 'Whereas, in December, 1914, and after part of the work required by said contract had been done by said Contractor, the State Highway Engineer ordered work thereon suspended; and 'Whereas, after said suspension of work negotiations ensued between said County and said Contractor for a cancellation of said contract by mutual consent, and, as an aid to said negotiations, the State Highway Engineer measured and classified all work done by said Contractor prior to said suspension and reported that for said work said Contractor would be entitled at contract prices to a balance of \$54,514.96; and said Contractor has claimed that there were errors and omissions in said report and that said balance should have been more than \$75,000.00; and 'Whereas, on April 24, 1915, the County Court of said county made an order directing said Contractor to resume work under said contract, and on May 8, 1915, the State Highway Engineer gave said Contractor written notice to forthwith resume work under said contract; and 'Whereas, said Contractor has done some work on said Columbia Highway since so notified to resume work under said contract and has claimed that it resumed and prosecuted said work in good faith; and 'Whereas, the State Highway Engineer did, on May 21, 1915, notwithstanding said Contractor's claim of good faith, decide that said Contractor was unnecessarily delaying the prosecution of the work under said contract and was not proceeding therewith in good faith and declared said contract forfeited and notified said Contractor of said decision and action; and 'Whereas, said County re-advertised for bids on the unfinished portions of said work and has received bids therefor and is about to make contracts with persons other than said Contractor for the doing of the unfinished portions of said work; and 'Whereas, said County has claimed that there should be deducted from the unpaid balance of the full amount earned by said Contractor at contract prices for work performed by it damages sustained by said County by reason of delays and defects in the performance of said work and other matters and things, and said Contractor, on the other hand, has claimed that there should be added to said balance damages sustained by it by reason of various matters and things; and 'Whereas, said County has further claimed that in no event is said Contractor entitled to any payment at this time or to any final accounting and settlement until all the work required by said contract has been done by other contractors to whom the same is about to be re-let by said County; and 'Whereas, the State Engineer of the State of Oregon, upon whom has devolved all the powers and duties formerly exercised by the State Highway Engineer, has after duly considering all the claims of said Contractor and the work done by it on said Columbia Highway since April 24, 1915, and all the facts and circumstances surrounding the controversy heretofore existing between said Contractor and said County, recommended that said County pay said Contractor \$65,000.00 to accomplish and in consideration of this agreement; and 'Whereas, it has been agreed be-

etween said County and said Contractor and said Surety that said contract shall now be cancelled by mutual consent and that all differences and controversies arising out of said contract and the work heretofore done on said Columbia Highway shall be compromised and settled in the manner hereinafter stated: 'Now, therefore, in consideration of the premises and of the mutual promises and agreements herein contained, it is hereby agreed by and between said 'Columbia County' acting by and through its County Judge and two County Commissioners, as party of the first part, and said 'Consolidated Contract Co.', as party of the second part, and said 'New England Casualty Company,' as party of the third part, as follows:

"First. Said contract is hereby cancelled by mutual consent; and said Contractor and said Surety hereby expressly waive any objection that they or either of them might otherwise have to the above mentioned forfeiture of said contract and re-advertising for bids for the re-letting of the unfinished portions of the work covered by said contract.

"Second. Contemporaneously with the execution hereof said County pays to said Surety the sum of Sixty-five Thousand Dollars (\$65,000.00), the receipt whereof is hereby acknowledged by said Surety and said Contractor.

"Third. Said Contractor and said Surety hereby absolutely and forever release and discharge said County and all its officers and agents from any and every claim and liability by reason or on account of arising or growing out of said contract or the construction of said Columbia Highway.

"Fourth. Said County does, except as hereinafter provided, absolutely and forever release and discharge said Contractor and said Surety and all their officers and agents from any and every claim and liability by reason or on account of arising or growing out of said contract or the construction of said Columbia Highway.

"Fifth. Said Contractor and said Surety shall and they do hereby undertake and agree to indemnify and save harmless said County from and against any liability or cost or expense by reason or on account of any claim heretofore or hereafter asserted against said County by any person for labor performed or materials or supplies or provisions furnished for the carrying on of any of the work covered by said contract heretofore done by or under said Contractor or for any direct or indirect damages to persons or property arising out of the performance of any of said work covered by said contract heretofore done by or under said Contractor—including especially therein that certain claim for damages against said County which is asserted by the Spokane, Portland and Seattle Railway Company in a certain suit now pending in the District Court of the United States for the District of Oregon, wherein said Railway Company is complainant and said County and said Contractor are defendants; and said Contractor and said Surety Company expressly agree that they will indemnify and save harmless said County from and against any liability or cost or expense on or by reason of any judgment rendered against said County in said suit.

"Sixth. Nothing herein contained is intended to or shall modify or lessen the liability of said Surety under said bond to persons other than said County.

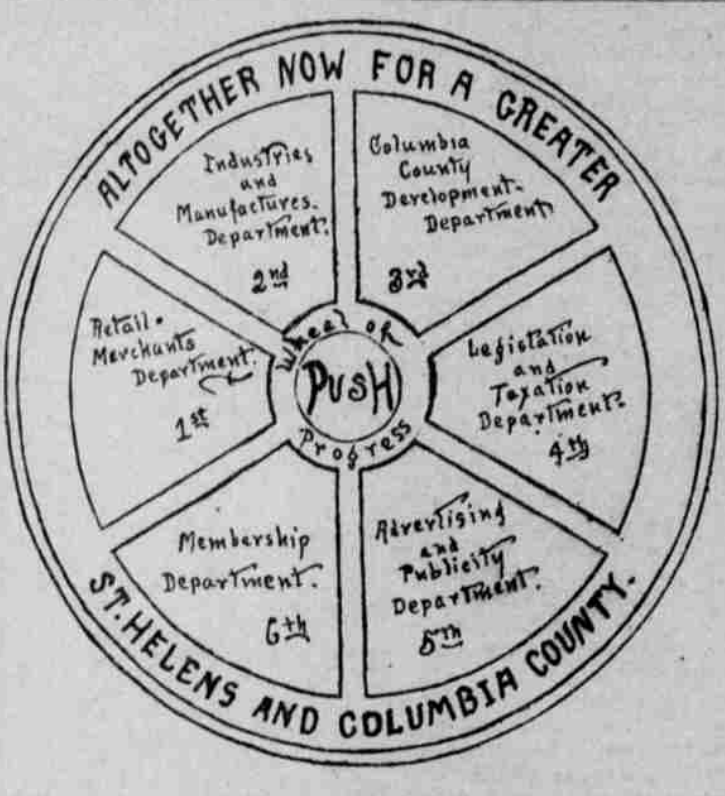
"In witness whereof, said 'Columbia County' has, by an order of its County Court, caused this agreement to be executed for it and in its behalf by its County Judge and two County Commissioners, and said 'Consolidated Contract Co.' has caused this agreement to be duly executed for it and in its behalf by its duly authorized officers and its corporate seal to be hereunto affixed. And said 'New

England Casualty Company' has caused this agreement to be duly executed for it and in its behalf by its duly authorized representatives—all done in triplicate on this 12th day of June, 1915."

Thereupon the proposals and bids for work on the Columbia Highway, which were received and opened on June 7, 1915, came up for action, and after due consideration was given to all bids and tabulated report of and recommendations on the same from the State Engineer's Department; and it was the opinion of the three members of the County Court that the best proposal and bid for Columbia County to accept was proposed and bid No. 1 of Standifer-Clarkson Co., being its proposal and bid for bulk work at fixed rates and finishing work at cost plus ten per cent.

It was thereupon, by affirmative vote of the three members of the County Court, unanimously ordered that said proposal and bid No. 1 of Standifer-Clarkson Co. be accepted, and that all other proposals and bids be rejected, and that all cash and bonds and certified checks which accompanied rejected bids be returned forthwith to the respective bidders who furnished same, and that Columbia County forthwith enter into a written contract with said Standifer-Clarkson Co. for the doing of the work covered by its said proposal No. 1 and require said Standifer-Clarkson Co. to furnish a surety company bond in the sum of \$30,000.00 for the full and faithful performance of said contract—said contract and bond to be in such language and form as shall be proper and approved by the attorney for Columbia County.

In the matter of issuing warrants to New England Casualty Company. On this 12th day of June, 1915, in accordance with that certain stipulation and agreement entered into by and between Columbia County, Consolidated Contract Company and New England Casualty Company, whereby settlement was had by and between said parties in full of all claims on account of Columbia Highway construction, it is ordered by the Court that the Clerk of this Court be, and he is hereby authorized and instructed to issue a warrant on the Columbia Highway Bond Fund in the sum of \$20,000.00, in favor of said New England Casualty Company, and a like warrant on the General Road Fund, in favor of said Company, in the sum of \$45,000.00. Whereupon Court adjourned until Saturday, June 19, 1915.



England Casualty Company' has caused this agreement to be duly executed for it and in its behalf by its duly authorized representatives—all done in triplicate on this 12th day of June, 1915."

Thereupon the proposals and bids for work on the Columbia Highway, which were received and opened on June 7, 1915, came up for action, and after due consideration was given to all bids and tabulated report of and recommendations on the same from the State Engineer's Department; and it was the opinion of the three members of the County Court that the best proposal and bid for Columbia County to accept was proposed and bid No. 1 of Standifer-Clarkson Co., being its proposal and bid for bulk work at fixed rates and finishing work at cost plus ten per cent.

It was thereupon, by affirmative vote of the three members of the County Court, unanimously ordered that said proposal and bid No. 1 of Standifer-Clarkson Co. be accepted, and that all other proposals and bids be rejected, and that all cash and bonds and certified checks which accompanied rejected bids be returned forthwith to the respective bidders who furnished same, and that Columbia County forthwith enter into a written contract with said Standifer-Clarkson Co. for the doing of the work covered by its said proposal No. 1 and require said Standifer-Clarkson Co. to furnish a surety company bond in the sum of \$30,000.00 for the full and faithful performance of said contract—said contract and bond to be in such language and form as shall be proper and approved by the attorney for Columbia County.

In the matter of issuing warrants to New England Casualty Company. On this 12th day of June, 1915, in accordance with that certain stipulation and agreement entered into by and between Columbia County, Consolidated Contract Company and New England Casualty Company, whereby settlement was had by and between said parties in full of all claims on account of Columbia Highway construction, it is ordered by the Court that the Clerk of this Court be, and he is hereby authorized and instructed to issue a warrant on the Columbia Highway Bond Fund in the sum of \$20,000.00, in favor of said New England Casualty Company, and a like warrant on the General Road Fund, in favor of said Company, in the sum of \$45,000.00.

Whereupon Court adjourned until Saturday, June 19, 1915.

Re-Classification Is Made. The amount allowed by the county is somewhat in excess of the amount as stated by State Highway Engineer Bowby's report, which was \$55,414.96. A re-classification of the work was made by a competent and disinterested engineer and the communication addressed to Mr. Cantine by Mr. Kyle explains itself fully. It reads:

"Portland, Oregon, May 21st, 1915. E. I. Cantine, Oregon State Highway Eng'r., Salem, Oregon. Dear Sir: In accordance with your personal and verbal instruction, I have the honor of submitting to you a report on the re-classification of the work now being done by the Consolidated Construction Co., in Columbia County, Oregon, on the Columbia Highway, 38 miles in length, as follows:

"On the evening of the 11th of May I left Portland and went to Rainier, the headquarters of District Engineer Kelly, and had a conference with him, and examined the cross-section and general notes of the work the same evening, and on the 13th day of May, Division Engineer Mr. Griswold, Mr. Kelly and myself secured a man to use the pick to examine the material on the cuts, and began work in the field at the west line of Columbia County, and worked

eastward examining and testing each separate cut as we progressed and finished this work on the evening of the 15th, using four days to finish the field work. There are several miles on which there has been no work done, viz.: Miles 24-25, 26 and 27, and Mile 28, which of course did not consume much time.

"In the report I have assumed that the engineers' quantities are correct, and the classification is based on these quantities, where the engineers had actually measured the different classifications in the cuts I took their measurements for these particular cuts, as a guide. I made practically an independent classification of the work as I did not inquire what the County Engineers had given, excepting where they actually measured up the different classifications and in a few special instances, where slides had occurred, also where borrow pits had been made that obscured or had obliterated the original cuts; also in a few isolated cuts, just to line myself up a little in the classification. I made the same classification that I should have made under similar conditions were I the engineer in charge of the work; that is, I made what I meant to be a very liberal classification. I secured the County Engineer's total quantities of the different classification and from these figures I seem to make a difference in favor of the contractors of \$4711.00, or about 2 1/4 per cent increase in the cash estimate on the grading alone.

"There is some overbreak that has not been allowed on Mile 31, on the Prescott Bluff, amounting to approximately 550 cu. yds., where the cuts were staked out vertical, that I should say should be allowed the contractors, as this material is of such character as to preclude the possibility of taking it out on a vertical slope without overbreak. But I think it was advisable to have staked the work in this manner, as it no doubt saved the county paying for several thousand yards of material, as in my opinion, if it had been staked out 1/4 to 1 instead of vertical, there would have been still a considerable amount of overbreak.

"The manner in which this would be handled generally on railroad work would be to allow the contractor the full yardage out to the 1/4 to 1 line, where the overbreak occurred only, and beyond that allow say 1/2 hard rock and 1/2 loose rock. This would involve the allowing of 4400 cu. yds. hard rock and 550 yds. of loose rock and for the total overbreak approximately 4950 yards hard rock and 500 yds. loose rock. I understand that overbreak in all other cases has been actually measured and allowed the contractors. In conclusion I will say that from my examination of the notes and cross-sections, they seemed to be in very good shape as far as I could judge, and the only criticism that I would make is that they might have measured up the classification in more of the cuts, especially where the lines of demarcation are fairly well defined.

"The finding of a cash difference between my estimate and Mr. Kelly's of \$4711.00, about 2 1/4 per cent in favor of the contractors, does not indicate any glaring effort on the part of the State Engineers to under-classify the work, with the overbreak at Prescott Bluff, which would amount to about \$5000.00, would make a difference in favor of the contractors of about \$9000.00. I did not go into any of the details excepting those pertaining to classification and overbreak and of course will not discuss any of the other features. The details of the classification that I gave differs considerably, as you will notice, but the cash difference is not great.

"You will please find a summary of classification and quantities by miles and residences; also a detailed statement showing each cut separately. I have included the borrow in with the excavation quantities with numerous notes of same.

"Yours very sincerely,
"GEORGE KYLE,
"Consulting Engineer."

ONLY ONE LOCAL MANUFACTURER Mentioned in Roadmaster Yeon's Recommendations. Roadmaster Yeon of Multnomah county, in his report to the county commissioners Tuesday, recommended that on section "M" of the St. Helens road that the Warren Construction Company be awarded the contract on asphaltic concrete No. 1 on a crushed stone base, cost totaling \$28,537.03. That sections "A," "B" and "C," of the Columbia Highway be awarded to the same company with the same material, costing \$288,163.64. That section "D" of the Columbia Highway be given to the Pacific Bridge Company, for asphaltic concrete No. 1 on a crushed stone base, total cost \$155,332.78. That section "E" of the highway be let to BoyaJohn-Arnold and Hans Pederson for brick on a concrete base, at a cost of \$22,921.66. That section "B" of the Canyon road be

awarded to Montague-O'Reilly Company for cement concrete No. 1, inclusive of Armor joints-crushed stone aggregate, costing \$22,352.00. Bids for hard-surfacing all but section "M" of the St. Helens road were rejected and will be re-advertised as all bids received exceeded the roadmaster's estimates.

Bids were being opened by the commissioners Thursday, but at the time of going to press Thursday evening no bids had been awarded to local manufacturers.

A CLEARING HOUSE FOR IDEAS. We want the people, both men and women, to feel at liberty to bring up any matters of both county and state interest for discussion through the columns of The Mist. To make this paper a clearing house for ideas. Nothing makes a newspaper more interesting than ideas on timely topics. President Wilson has said "Discussion is the greatest of all reformers. It rationalizes everything it touches. It robs principles of all false sanctity and throws them back on their reasonableness. It ruthlessly crushes them out of existence and sets up its own conclusions in their stead."

Your real name will be published, just as you like, but we believe any article doubles its power that has the writer's name at the bottom of it.

If you have a friend spending a few days with you, a member of the family or a neighbor going away; if you know of some one sick, a couple married or a party given, or anything happening, it will make a splendid news item. It will be greatly appreciated if you would phone it to The Mist and help make a newsy paper—we have a big pencil and a long tab just for this very purpose and we would like for the wires to be kept hot.

GOVERNMENT ENGINEER INVESTIGATES

SEVERAL THOUSAND DOLLARS SOON TO BE EXPENDED IN IMPROVING HARBOR

BELOW THE OLD LIGHT HOUSE

Work Will Probably Start Within Thirty Days—New Residence Going Up.

A few days ago Assistant United States Engineer J. L. Brownlee of the Oregon district, was here making investigations of the needs of the harbor, lighthouse and buildings on the island above St. Helens.

It is the disposition of the government to expend several thousand dollars in a scheme of improvements at this point, an appropriation having been set aside for this place.

The improvements will include the building of jetties along the full length of the government's water line, some four hundred and fifty feet below the lighthouse, where the water is making great inroads into the shore. A well will be put down and a complete water system installed. Rather than remodel the old residence that now stands, which was condemned some time ago, they contemplate tearing it down and erecting a new one on the present site, modern in every particular. The lighthouse will receive its share of the good things and be re-finished, a new roof put on and other repairs made.

Plans for the residence have not yet been completed for the keeper's residence, but work will be started on the piling within thirty days.

awarded to Montague-O'Reilly Company for cement concrete No. 1, inclusive of Armor joints-crushed stone aggregate, costing \$22,352.00.

Bids for hard-surfacing all but section "M" of the St. Helens road were rejected and will be re-advertised as all bids received exceeded the roadmaster's estimates.

Bids were being opened by the commissioners Thursday, but at the time of going to press Thursday evening no bids had been awarded to local manufacturers.

A CLEARING HOUSE FOR IDEAS. We want the people, both men and women, to feel at liberty to bring up any matters of both county and state interest for discussion through the columns of The Mist. To make this paper a clearing house for ideas. Nothing makes a newspaper more interesting than ideas on timely topics. President Wilson has said "Discussion is the greatest of all reformers. It rationalizes everything it touches. It robs principles of all false sanctity and throws them back on their reasonableness. It ruthlessly crushes them out of existence and sets up its own conclusions in their stead."

Your real name will be published, just as you like, but we believe any article doubles its power that has the writer's name at the bottom of it.

If you have a friend spending a few days with you, a member of the family or a neighbor going away; if you know of some one sick, a couple married or a party given, or anything happening, it will make a splendid news item. It will be greatly appreciated if you would phone it to The Mist and help make a newsy paper—we have a big pencil and a long tab just for this very purpose and we would like for the wires to be kept hot.