December 30, 1941.

Mr. L. vonPerbandt, President Allen and Garcia Company 332 S. Michigan Avenue McCormick Building Chicago, Illinois

Dear Mr. vonPerbandt:

In answer to your inquiry of date December 24th, concerning storage facilities at Hanna, we have a storage warehouse located near the mine office and will have available some room for storage of your material which we will be glad to do.

I have asked our resident engineer to advise me just how much storage room is available and as yet do not have that information. I will let you know as soon as I hear from him. We should also like to know what material you are apt to have shipped. Billing should be made in care of Mr. O. G. Sharrer, Mine Superintendent, and Mr. Sharrer will have his men unload and transport the material to the warehouse building, billing you therefor. Structural steel and similar material could now be unloaded from the railroad cars at the tipple site, but there is no provision for Housing there.

Yours very truly,

THE UNION PACIFIC COAL COMPANY

By

Original Signeda I. M. CHARLES Chief Engineer.

CC - Mr. Eugene McAuliffe Mr. George B. Pryde Mr. I. N. Bayless Mr. H. C. Livingston

Mr. O. G. Sharrer

RECEIVED VIGE FIRES.DENT OF BATTON

MCCORMICK BUILDING 332 S. MICHIGAN AVE. OHICAGO SHEET NO.\_\_\_\_

Dec. 29th, 1941.

Attention- Mr. F. A. Hunter, Pur. Agt.

The Union Pacific Coal Co., Rock Springs, Wyo.

Gentlemen:

RE: Job #1277- Platework.

We have received an acknowledgment of your order #67534 covering platework and miscellaneous equipment by the Robert Holmes & Bros., Inc.

They have advised us that they will give this order their best attention and wish us to acknowledge it's receipt and acceptance to you for them.

Yours very truly,

ALLEN & GARCIA CUMPANY

In Perbandl

LVP :HL

GC-Mr. Eugene McAuliffe Mr. H. C. Idvingston

Mr.Geo.B.Pryde

Mr.I.N. Bayless

Mr.I.M. Charles

SHEET NO.

MCCORMICK BUILDING 332 S. MICHIGAN AVE. CHICAGO

Dec. 26th, 1941.

Mr. F. A. Hunter, Pur. Agti, The Union Pacific Coal Co., Rock Springs, Wyo.

Dear Sir:-

RE: Our order #13, Job 1277 .- Motors.

we enclose two copies of our order #13, cover-ing motors for the Henng, Wyoming tipple. Will you kindly send us two copies of your order covering the same at your early convenience, and oblige.

Yours very truly,

ALLEN & GARCIA COMPANY Low Perbandy

LVP: HL

Incl.

GC-Mr. Eugene McAuliffe Mr.H.C.Livington

Mr.I.M. Charles Mr.I.N.Bayless

Mr.Geo.B. Pryde

MC CORMICK BUILDING 332 S. MICHIGAN AVE. CHICAGO SHEET NO.

Dec. 26th, 1941.

Mr. F. A. Hunter, Pur. Agt., The Union Pacific Coal Co., Rock Springs, Wyo.

Dear Sir:-

RE: Order #14, Job 1277.

We enclose herewith, two copies of our order #14, job 1277, covering starters for the Hanna, Wyoming tipple. Will you kindly let us have two copies of your order at your early convenience and oblige.

Yours very truly,

ALLEN & GARCIA COMPANY

L. von Perbandl

LVP:

- Encl.

CC-Mr. Eugene McAuliffe Mr.H.C. Livingston Mr.I.M. Charles Mr.I.N. Bayless Mr.Geo.B. Pryde

SHEET NO.

Dec. 24th, 1941.

Mr. I. M. Charles, Chief Engr., The Union Pacific Coal Co., Rock Springs, Wyo.

Dear Sir:-

In our preliminary discussions regarding the ordering of materials, etc., in connection with the construction of Hanna tipple, it was pointed out by us that owing to present conditions, it would be advisable to accept shipment of materials when, as and if, they could be obtained, as certain companies will not hold them in their own stock rooms, until they are needed.

We would, therefore, appreciate your advising us whether it will be possible for us to order shipment on items outside of structural steel and conveying machinery from stock and whether you have storege space available for their receipt. Mr. Livingston suggested that your warehouse probably would be available for such storage and would appreciate receiving your advice as to just what arrangements we can make in this respect.

Yours very truly,

ALLEN & GARCIA COMPANY Ex L. vou Perbungl

LVP:HL

CC-Mr. Eugene McAuliffe Mr.H.C. Livingston

Mr.I.N. Bayless

Mr.Geo.B.Pryde

December 24, 1941.

Mr. L. vonPerbandt, President
Allen and Garcia Company
332 S. Michigan Avenue
McCormick Building
Chicago, Illinois

Dear Mr. vonPerbandt:

Your letter of December 22nd just received, requesting a reply to your letter of December 12th concerning selection of conveyor belt.

I assume that you refer to your letter of that date addressed to Mr. Hunter as I find no other. Mr. Hunter advises me that he is replying by wire today.

Yours very truly,

THE UNION PACIFIC COAL COMPANY

By Original Signed:
I. M. CHARLES

Chief Engineer.

CC - Mr. Bugene McAuliffe V Mr. George B. Fryde Mr. I. N. Bayless Mr. H. C. Livingston

Mr. F. A. Hunter

DEC 24 1941

ALLEN & GARCIA COMPANY

CONSULTING & CONSTRUCTING ENGINEERS

MCCORMICK BUILDING
332 S. MICHIGAN AVE.

WM. VONMEDING,
SECRETARY AND TREASURER

PHONE HARRISON 2472

CHICAGO

Dec. 22nd, 1941.

Mr. Eugene McAuliffe, Pres., The Union Pacific Coal Co., 1416 Dodge St., Omaha, Nebr.

Dear Mr. McAuliffe:

We have received your letter and copies of orders submitted December 19th, and have forwarded them to the various companies for them to work upon. We expect to have the motors, controls and electrical equipment ready for you within the next day or two. So far we have not seen order covering the machinery for Mc-we have not seen order covering that it will follow Nally-Pittsburg, but am assuming that it will follow very shortly. There is an appreciable tightening up of all the markets, but believe that we are getting into the clear, especially on the main items, so as to wind up the ordering of materials before the end of the year.

Thanking you, we are,

Yours very truly,

ALLEN & GARCIA COMPANY

un Herbandt

LVP:HL

CC-Mr.G.B.Pryde

SHEET NO.

Dec. 22nd, 1941.

Mr. I. M. Charles, Chief Engr., The Union Pacific Coal Co., Rock Springs, Wyo.

Dear Sir:

Have your letter of the 20th regarding the conduit and main feeder wires and will advise you of the cost of the extra work as soon as we can work it up. Would appreciate receiving some word regarding the conveyor belt mentioned in my letter of December 12th.

Yours very truly,

ALLEN & GARCIA COMPANY Lyn Arbanth

LVP:HL

CC-Mr. Eugene McAuliffe Mr.Geo.B. Pryde Mr.I.N. Bayless Mr.H.C. Livingston Mr.F.A.Hunter

December 20, 1941.

Allen and Garcia Company
McCormick Building
332 South Michigan Avenue
Chicago, Illinois

Attention: Mr. L. VonPerbandt

Dear Sir:

In reply to your letter of date December 17th, concerning the location of the 220-volt feeder circuit for the new No. 4-A Mine Tipple at Hanna, Myoming.

We believe that the suggested arrangement "C" is, as you recommend, preferable and you will proceed along this plan.

The amount of conduit and main feeder wires in excess of 100 feet is properly extra work on your contract and we should prefer to have an agreed price therefor at this time. Will you kindly advise us what you consider proper compensation?

By this time you probably have completed details of footings and foundations and we should appreciate your advising us how the quantities, as detailed, check with the estimated amounts mentioned in the contract.

Very truly yours,

THE UNION PACIFIC COAL COMPANY

By

Original Signed: 1. M. CHARLES

Chief Engineer.

CC - Mr. Eugene McAuliffet Mr. George B. Pryde

Mr. George B. Pryde Mr. I. N. Bayless

Mr. H. C. Livingston

Mr. F. A. Hunter

December 22, 1941

Allen & Garcia Company McGormick Building Chicago, Illinois

Gentlemen:

T am attaching herewith three copies of Purchasing Agent F. A. Hunter's Order No. 67533 on McNally Pittsburg Mfg. Corp., Pittsburg, Kansas.

With respect to the priority, Mr. R. H. Fair, local OPM representative, telephoned the Washington office and I have written a friend of mine in the Department today airmail, special delivery.

I am hoping Mr. Pryde will get something quickly.

Sincerely yours,

Original Styles

EUGENE NICAULIFFE

co: Mr. G. B. Pryde-

Omaha - December 22, 1941

File: S-5103-602-8

Mr. Eugene McAuliffe, President, Union Pacific Coal Company, Omaha, Nebraska.

Returning herewith Union Pacific Coal Company Order 67533 of December 16th covering approximately 186,000 pounds of coal machinery purchased from the NcNally Pittsburgh Manufacturing Corporation, Chicago, to be shipped to the coal company at Hanna, Wyoming in care of Allen & Garcia Company, cars to originate at the shipper's plant at Pittsburg, Kansas.

Will you please arrange to route these cars via StISF-

Kansas City-UP.

L. T. WILCOX

9

CC - Mr. K. T. Mindemann - Kansas City

Mr. W. T. Burns - Chicago

Mr. C. E. Astler - Cheyenne Mr. P. F. Echele - Omaha

Mr. Eugene McAuliffe:

Herewith, in sextuplicate, Purchase Order No. 67533, to the McNally Pittsburgh Mfg. Corp., covering equipment for our Hanna No. 4-A tipple job.

If satisfactory to you, will you please insert the routing and approve, sending three copies to the Allen & Garcia Company, retaining one copy for your files, and returning two copies to me for further handling. Please say to the Allen & Garcia Company that, just as soon as we receive the Priority Order from the O.P.M. in Washington, same will be furnished to them.

ORDER

67533

an Menelly Pittsburgh Mfg. Corp.,

of No. Michigan Ave., Attn. Mr. C. W. Waterman, Jr.,

chicago, Ill.

REQUISITION

Quote both numbers on invoice

Rock Springs, Wyo. Dec. 16, 1941

hase furnish the following material and ship to The Union Pacific Coal Company,

care of

Allen & Garcia Company,

Honna, Wyoming

Ship via

StLSF-Kansas City-UP

A

To fabricate and furnish all material as shown and called for, complete, per Allen & Garcia Company's drawings and otherwise, as listed in this order. We will accept your standard bearings in the case of the 450 long bearing angle pillow blocks, and the steel frame protected serew take up beerings, your style DSS, only.

Description Description	Price
M-2 Bapty trip maker. (Pan not incl.)	\$ 1,554.00 921.00
M-9 Drive for hut, egg, and shaking chute.	2,160.00
included, but including out though-	4,268.00
ing rells)  M-14 Mixing conveyor  M-16 Mut, egg, and Lump loading booms.  M-17 Refuse and house coal conveyor	2,160.00 4,157.00 1,339.00
SRE-6 Counterweight equipment for his, one,	1,405.00
One 30 x 72 heavy duty double roll breaker, 6" to 18" adjustment, complete with "y" belt drive consisting of one 48" P.D. driven sheave one 12.5" P.D. motor sheave bored	10 544
K.S. and A.C. A. nerse.	6,761.00
Three Pentagraph car changing chutes for the nut, egg, and lump loading booms, sheet M16, complete with all operating mechanism.	1,129.00

ORDER 67533

the McNally Pittsburgh Mfg. Corp., 307 No. Michigan Ave., Chicago, Ill. REQUISITION

Quote both numbers on invoice

Rock Springs, Wyo. Dec. 15, 1941

please furnish the following material and ship to The Union Pacific Coal Company,

care of

Allen & Garcia Company,

Hanna, Wyoming.

Ship via

#### Item A (cont'd)

You are to furnish us immediately blue print copies of your drawings of double roll breaker, the pantagraph chutes, the 18" belt wiper, and the bearings and take ups, mentioned above, showing clearance dimensions, and method of connection.

Field Inspection by Allen & Carcia Co.

(A. & G. Job No. 1277. Order No. 3)

Invoice Must Be Rendered in Quadruplicate.

APPENONED:

APPROVED:

Original Signed

Flad Pros // Operation.

FUGENE MOAILLIEFE

President.

CC - A. & G. Co. (2)

Mr. R. McAuliffe

Mr. F. Tallmire

Mr. F. A. Hunter

In accepting this order, it is understood that you agree to terms and conditions shown on the reverse side of this order.

Furchasing Agent.

December 19, 1941

Allen & Garcia Company McCormick Building 332 S. Michigan Ave. Chicago, Illinois

Gentlemen:

I am attaching hereto three copies of Purchasing Agent F. A. Hunter's Orders Nos. 67532, 67534, 67535, 67536, 67537, 67538, and 67539, the routings inserted thereon but lacking the priority number, which will be telegraphed to you the moment the order is received. Mr. Pryde is tracing for same continuously, Mr. W. B. Hughes, Staff Advisor, Project Rating Section of the Division of Priorities stating, under date of December 12, that it requires between two and three weeks to process a project application case, but that he would expedite ours as much as possible. Mr. Pryde does not anticipate receiving this before December 20, but we will handle with all possible promptitude.

Sincerely yours,

Original digend EUGENE MeAULIFFE

cc: Mr. G. B. Pryde

SITTER
SOUGRAM
To a nearge will be
and as integran or
any otherpa.

The Union Pacific Coal Company

# WESTERN UNION

R. B. WHITE

NEWCOMB CARLTON CHAIRMAN OF THE BOARD J. C. WILLEVER FIRST VICE-PRESIDENT

1206-B.

ACCOUNTING INFORMATION
TIME FILED

to following telegram, subject to the terms on back hereof, which are hereby agreed to

Omaha, Nebraska December 19, 1941

Allen & Garcia Company McCormick Building Chicago, Ill.

Sending seven orders to you today's mail.

Eugene McAullffe

Omaha - December 19, 1941 File: S-5103-602-8...

Augene McAuliffe, President, Te Union Pacific Coal Company, Omeha, Nebraska

As requested, I am herewith furnishing you the routing to use in connection with material to be shipped to the Union Pacific Coal Company care of Allen & Garcia Company, Hanna, Wyoming, to be used in the construction of a new coal tipple at that point.

On the 580,000 pounds of steel to be shipped by Pan American Bridge Company from New Castle, Indiana, covered by Order 67532 of December 16th, please route via CCC&StL-Wabash-Kansas City-UP.

On the shipment of 116,000 pounds of machinery and equipment covered by Order No. 67534 of December 16th from Robert Holmes & Bros., Inc., Danville, Ill., please route via C&EI-St.Louis-Alton-Kansas City-UP.

On the shipment of 9,650 pounds of machinery from Dings Magnetic Separator Company of Chicago under Order 67535 of December 16th which I understand will originate at Milwaukee, Wisc., please route via CMStP&P-Kansas City-UP.

On the shipment of 2,800 pounds of glass and putty from Allen & Garcia Co., Chicago, under Order 67536 of December 16th please route via Alton-Kansas City-Union Pacific.

On the shipment of 1,700 pounds of steel sash and doors from St. Louis, Mo. covered by Order 67537 of December 16th to Allen & Garcia Co., at Chicago, please route via MKT-Kansas City-UP.

On the 250 pounds of skylights and flashing from Allen & Garcia Co., Chicago, under Order 67538 of December 16th and 8,000 pounds of speed reducers, etc. from W. A. Jones Foundry & Maching Co., Chicago, under Order 67539 of December 17th, please route via Alton-Kansas City-UP.

Your copies of the orders referred to are returned herewith.

L. T. WILCOX.

CC Mr. P. F. Echele - Omaha

Mr. C. E. Astler - Cheyenne Mr. J. R. Livsey - Cincinnati Mr. W. T. Burns - Chicago Mr. W. W. Hott - St. Louis

Mr. M. R. Bryan - Milwaukee

Rock Springs - December 17, 1941

#### Mr. Eugene McAuliffe:

I am attaching herewith six copies each of the following orders for the Hanna L Plane tipple:

- 1. No. 67532, to Pan American Bridge Co.
- 2. No. 67534, to Robert Holmes & Bros., Inc.
- 3. No. 67535, to Dings Magnetic Separator Co.
- 4. No. 67536, to Allen & Garcia Co.
- 5. No. 67537, to Allen & Garcia Co.
- 6. No. 67538, to Allen & Garcia Co.
- 7. No. 67539, to W. A. Jones Foundry & Machine Co.

If these orders are acceptable to you, will you please approve, insert the routing, and send three copies to the Allen & Garcia Company, two for their files and one to be sent to the manufacturer. Retain one copy for your own files, and return two to me for further handling.

Please say to the Allen & Garcia Company that these orders are being sent at the request of the Allen & Garcia Company to protect us in prices, and we expect to obtain a priority number on this project within the next ten days, and when received we will forward to you so that the Allen & Garcia Company may supply each of the manufacturers indicated with a copy of same.

LOCAL 8-41-1000

#### THE UNION PACIFIC COAL COMPANY

67532 ORDER

Pan American Bridge Co., Attn. Mr. J. R. Wise, New Castle, Indiana.

REQUISITION

Quote both numbers on invoice

Rock Springs, Wyo.

Please furnish the following material and ship to The Union Pacific Coal Company,

Allen & Garcia Company,

care of

Ship via

A

rurnish and fabricate all necessary structural of Bellevil steel, as directed by engineers, to build a complete coal handling plant for The Union Pacific Coal Company, at Hanna, Wyoning, known as Mine consisting of a five track tipple. ing this job, are attached and made part of this order. The above mentioned steel to be complete with field rivets, or bolts, as directed, and to include steir stringers, engle hand rail, conveyor frames, dump hopper, plate feeder pan, machinery supporting steel, house coal and refuse bins, and regular building steel, such as:columns, beams, trusses, rigid frames, etc. Not included in this order are such items as:-steir treads, platework chutes, anchor bolts, flooring, sash, doors, screens, etc. Above steel to be painted one coat of Red Metalex paint before leaving shop.

Total estimated weight .... 580,000 lhs. Price F.O.B. Newcastle, Ind., with full freight allowed to Henna, Wyoning, \$7.50 per ewt. . . . As per your quotation dated September 22, 1941.

\$43,500.00

You are to furnish to us at once, certificate of insurance in a company satisfactory to us, protecting the Allen & Garcia Company and The Union Pacific Coal Company, against all compensation claims, as well as, general liability, and property damage. Insurance policy to be in force

ORDER 67532

REQUISITION

pan American Bridge Co., Attn. Mr. J. K. Wise, New Castle, Indiana.

Quote both numbers on invoice

Rock Springs, Wyo. Dec. 16, 1941.

Please furnish the following material and ship to The Union Pacific Coal Company,

care of

Allen & Garcia Company,

Hanna, Wyoming.

Ship via

Item A (Cont'd)

during entire period that steel is being delivered and until job is completed and accepted by us.

The Allen & Gereis Company, will furnish you with four blue print copies of each detail drawing on material covered by this order, and one blue print set of design drawings, for shop use.

#### Terms of Payment

Net 30 days; to be invoiced each month as steel is delivered, payment to be made on the basis of 80% of material on the site. It being specifically understood, that 20% will be withheld until such time when all material has been delivered and accepted by the Allen & Garcia Co.

Field Inspection by Allen & Gercia Co.

Delivery: To be coordinated with erection schedule and complete by April 1, 1942.

(A. & O. Job No. 1277. Order No. 1)

Involve Mest Be Rendered In Quadruplicate.

Honnuge

APPROVED:

Marche

A. & G. (2) Mr. McAuliffe

Mr. Tall mecepting this order, it is understood that you machy agree to refine and conditions shown on the re-

verse side of this order.

Purchasing Agent

LOCAL 8-41-1000

# THE UNION PACIFIC COAL COMPANY

ORDER 67534

Robert Holmes & Bros., Inc., Attn. Mr. J. K. Holmes, 510 Junction Ave., Danville, Ill.

REQUISITION

Quote both numbers on invoice

Rock Springs, Wyo. Dec. 16, 1941

ase furnish the following material and ship to The Union Pacific Coal Company,

Allen & Garela Company,

Hanna, Wroming.

Ship via

care of

CAET, St. Louis; Alton, Kansas City; UPRR

A

Furnish and fabricate all material as shown and called for on Allen & Garcia Company's drawings as listed below:

Sheet No. Description	Est. Wt.
HL -Belt loading and discharg	e
chute and tremp iron chut	
M5 & 6-Upper shaker screen.	12200
M-10 -Nut, egg and lump picking	
Mil -Slack shaking chute	12375/F 1990 18 10 00 3040/F 1990 18
M19 -Picking and house coal chutes.	9450#
M20 -Mine run end slack chutes	4750%
M21 -Slack telescoping chute and dust stack	2700# Building
M22 -Mixing conveyor gates and picking table chutes with	
sg3 -Standard 400 undercut gate	es <u>4250</u>
Price \$16.00 per Cwt Total Wt	. 70405# \$11,264.80
Biscellaneous Equipment	notoval balling it and no box
SD5 -Screen drive (not includis	36
flywheel) SPH5 -Pendulum sereen hangers (1	2,020.75
royalty)	2,361.00

ORDER 67534

Atta. Mr. J. K. Holmes, 510 Junction Ave., Danville, Ill.

REQUISITION

Quote both numbers on invoice

Rock Springs, Wyo. Dec. 16, 1941

Please furnish the following material and ship to The Union Pacific Coal Company,

care of Allen & Gercie Company,

Hanna, Wyoning.

Ship via

Miscellaneous Equipment (cont'd)

M23 -4-Car retarders, complete with all necessary rope, sheaves, clips, hooks, etc. \$ 2,324.08 - 52-Ash board stilts, complete with oak clamps, bolts etc., as shown on draw-inge MiO, and Mil.

One item of hand winch, equaliser, rope clips etc., for sheet M21.

97.25

\$18,223.88

Field Inspection by Allen & Carcia Co. Delivery Not Later Than March 1, 1942.

(A. & G. Job No. 1277. Order No. 4)

Invoice Mast Be Rendered in Quedruplicate.

Sloye Muple Vice/Free. / Geration.

Mylle me diego

CC - A. & G. Co. (2)

Mr. E. McAuliffe

Mr. F. Tallmire Mr. F.A. Hunter

In accepting this order, it is understood that you agree to terms and conditions shown on the reverse side of this order.

Purchasing Agen:

ORDER 67535

Mage Magnetic Separator Co., Attn. Mr. J. L. Mayer, 37 W. Ven Buren St., Chicago, Ill.

REQUISITION

Quote both numbers on invoice

Rock Springs, Wyo. Dec. 16, 1941

Please furnish the following material and ship to The Union Pacific Coal Company.

care of

Allen & Garcia Company,

Hanna, Wyoming

Ship via

CMStrap-Kenene City-UPAR who has public the reduce which

1 - 36" x 50" x 48" belt width, code ALPACA A DINGS, high intensity magnetic pulley, complete with 5-7/16" dia. shart, as per Allen & Garcia Company's specifications, with double brushes, brush holders, current collector ring housing, with built in Thyrite resistor, set collars etc.,. Magnetic control for above unit will be supplied from 110-125 volt D.C. 5 K.W. M.G.

set, not included in this order. You will supply in connection with this unit: 1 - Panel board, with volt meter, outside oper-

ated steel switch cabinet with pilot light, fuses, resistor, and rheostst, mounted thereon,

Price Complete F.O.B. Milwaukee, Wis., with full freight allowed to Henna, Wyoming . . . . . . As per your quotation dated Hovember 13, 1941.

94,061.00

Total estimated weight .... 9,650%.

You will supply us immediately with four blue print copies of your drawings covering above equipment, showing sufficient lastallation dimensions.

Field Inspection by Allen & Garcia Co.

Delivery Not Later Than March 1, 1942.

(A. & C.) Job No. 1277. Order No. 5)

Invoice Must Be Rendered in Quadruplicate.

APP

ice medical

In accepting this order, it is understood that you agree to terms and conditions shown on the re-

Averse side of this order. CC -Mr. E. McAuliffe

Mr. F. Tallaire

ORDER 67536

Allen & Garcia Co.. 332 E. Michigan Ave., chicago, Ill.

REQUISITION

Quote both numbers on invoice

Rock Springs, Wyo. Dec. 16, 1941

Please furnish the following material and ship to The Union Pacific Coal Company.

care of

Allen & Garcia Company,

Hanna, Wyoming

Ship via

Alton-Kennas City-Will service his retrict but retrict appro-

Furnish the following in clear, polished, plate, wire glass 1/4" thick.

1

4 - pieces 14/20

13/19

Furnish the following in Luminer wire glass, 1/4" thick.

226 Pieces 14/20

14/19 168

13/19 87 400 lbs. Red Litherge steel such putty.

Total Price F.O.B. Chicago, Ill., with full freight allowed to Henne, Tyoning . .

Total estimated weight .... 2,800%.

Field Inspection.

Delivery Not Later Than March 1, 1942.

(A. & G. Job No. 1277. Order No. 7)

Invoice Must Be Hendered In Quadruplicate.

APPROVED:

In accepting this order, it is understood that you agree to terms and conditions shown on the reverse side of this order.

A. & G. Co. (2) Mr. E. McAuliffe

Mr. F. Tallmire Mr. F. A. Hunter

CC

ORDER

67537

REQUISITION

Quote both numbers on invoice

Rock Springs, Wyo. Dec. 16, 1941

Allen & Carcia Co., 332 S. Michigan Ave., Chicago, Ill.

Please furnish the following material and ship to The Union Pacific Coal Company, care of Allen & Garcia Company, Hanna, Wyoning.

Ship via

MKT-Kenses City-UFAR

	2. Involve should be rendered against The Deline Partile Coal Concerns, in
A	For furnishing steel sash as listed below.  All sash to be for 14/20 glass, and to be complete with all glasing clips and all attackments necessary for fastening sash to steel angle girts. Ventilators to be horizontal pivoted, complete with all operating mechanism.
	50 Units No. 52160 steel sash with ventilators. Price each \$9.10
	a mate No. 52 steel sash without ventilators
	Price each \$5.20
	Price each \$6.50 13.00
В	3 - Two steel panels with lock rail single leaf (left hand swing out) pressed tube indust- rial steel doors, for # 3'-0" x 7'-0" open- ings. To be complete with all hardware, pac- ked and shipped separately, for attachment to owners structural steel frame. Hardware to consist of 3 galvanized steel butts and one iron (Japanued finish) latch, for each door.
	Price each \$30.25 90.75
C	1 - Door for 2'-6" x 7'-0" opening, (left hand swing out) Specifications same as for Item B.
	Price each \$29.66

Sheet 2

ORDER 67537

REQUISITION

Quote both numbers on invoice

Rock Springs, Wyo. Dec. 16, 1941

Alen & Garcia Co., 332 S. Michigan Ave., chicago, Illa

glase furnish the following material and ship to The Union Pacific Coal Company,

Allen & Carcia Company, care of

Hanna, Wyoming.

Ship via

0

1 - Door for 20-6" x 70-0" opening, (right hand swing out) specifications same as for Item B

\$29,66 Price Bach \$29.66 . . .

Total Price F.O.B. St. Louis, No., with full \$633.07 freight allowed to Hanne, Wyoming . .

Total estimated weight .... 1700%.

Field Inspection.

Delivery Not Later Than March 1, 1942.

(A. & G. Job No. 1277. Order No. 8)

Invoice Must Be Rendered In Quadruplicate.

APPROVI

CC - A. & G. Co. (2)

Mr. E. McAuliffe Mr. F. Tallmire

Mr. F. A. Hunter

In accepting this order, it is understood that you agree to terms and conditions shown on the reverse side of this order.

ORDER 67538

REQUISITION

Quote both numbers on invoice

Rock Springs, Wyo.

11en & Carcie Co., 232 S. Michigan Ave., Chicago, Ill.

Mease furnish the following material and ship to The Union Pacific Coal Company, care of Allen & Garcia Company, Hanna, Wyoning

Ship via Alton-Kansas City-UPAR

A Furnish skylights complete, as shown and called for on Requisition #6 attached to this order.

Furnish all flashing as shown and called for on Requisition No. 2 (2 sheets) attached to this order.

Total Price, F.O.B. Chicago, Ill., with full freight allowed to Hanna, Wyoming . . . . . . \$ 437.00.

Total estimated weight 250#. .

Field Inspection.

Delivery Not Leter Than March 1, 1942.

(A. & G. Job No. 1277. Order No. 9)

Invoice Quet Be Rendered In Quadruplicate.

APPROVED:

Vice Pres., Operation.

APPROVED:

Englieme dueffe

Purchasing Agent.

In accepting this order, it is understood that you agree to terms and conditions shown on the re-

verse side of this order. A. & G. Co. (2) Mr. E. McAuliffe

Mr. F. A. Hunter

CC

B

ORDER 67539

W. A. Jones Foundry & Machine Co., Attn. Mr. J. Merland,

4401 W. Roosevelt Rd., Chicago, Ill.

REQUISITION

Quote both numbers on invoice

Rock Springs, Wyo. Dec. 17, 1941

please furnish the following material and ship to The Union Pacific Coal Company,

Allen & Garcia Company, care of

Hanna, Wyoming.

Ship via

B

C

Alten-Kansas City-UPRR

A 1 - 150 DH Herringbone speed reducer Assembly #2 Style No. 2, ratio 17.7 to 1, mounted on Style B, L. H. assembly, bedplate, with outboard beering and one 2-1/2 AA flexible coupling. Our 25 HP 1200 RFM will be shipped to your shop for complete assembly of above unit.

Price . \$ 463.61

DISTRIBUTION: Loaded Mine Car Feeder

3 - 120 DH Herringbone speed reducers, Style No. 1 Assembly No. 1, ratio 24.8 to 1, complete with Style A bedplates R.H. Assembly one No. 1-3/4 AA flexible couplings. Our 7-1/2 HP 1160 RPM motor will be shipped to your shop, for complete essembly of above units.

925.43 Price .

DISTRIBUTION: Loading Booms

3 - No. 12 double type Spur Gear Speed Reducers, style No. 3 with style B bedpletes and outboard bearings, ratio 99 to 1, No. 1 AA flexible couplings to be arranged with special brake wheel, to suit our brake frame, which will be placed between reducer and motor, and mounted on reducer bedolates.

Brake wheel to be on reducer half of coupling. Slow speed shafts of reducers to be turned down to receive limit switch sprocket.

eneer z

ORDER 67539

Att. Mr. J. Merland, 401 W. Roosevelt Rd., Chicago, Ill. REQUISITION

Quote both numbers on invoice

Rock Springs, Wyo. Dec. 17, 1941

fiase furnish the following material and ship to The Union Pacific Coal Company,

care of Allen & Carela Company,

Hanna, Wyoming.

Ship via

D

#### Item C (contd)

Units to include east iron drums 10" die. I 10" face scored for 1/2" cable on 9/16" pitch with suitable cable anchor holes drilled at each end of scoring and with one set of "U" anchor clips.

Our 2 HP 1200 RPM motors, also brake housings and limit switch sprockets will be sent to your shop for complete assembly of these units.

DISTRIBUTION: Boom Hoists

1 - No. 18 double type spur gear reducer, Style No.3 ratio 24 to 1, with style B bedplate and outboard bearing. Including one No. 1-3/4 AA flex-ible coupling. Our 10 HP 1200 RPM motor will be sent to your shop for complete assembly of this unit.

DISTRIBUTION: Refuse and house coal conveyor

1 - 150 DH Herringbone speed reducer, ratio 17.7
to 1, style No.2 with Style B-R-H bedplate with
outboard bearing and No.2-1/2 AA flexible coupling. Our 25 H.P. 1160 RPM motor will be sent
to your shop for complete assembly of this unit.

DISTRIBUTION: Mixing Conveyor

ORDER 67539

. A. Jones Foundry & Machine Co., Attn. Mr. J. Marland, 401 W. Roosevelt Rd., Chicago, Ill.

REQUISITION

Quote both numbers on invoice

Rock Springs, Wyo. Dec. 17, 1941

Lase furnish the following material and ship to The Union Pacific Coal Company, Allen & Garcia Company, Hanna, Wyoming. care of

Ship via

6

寬

F V-Belt drive for 48" belt conveyor Dwg. M12 40 HP 860 RM motor consisting of; 1-9.2" P.D.8-"C" groove motor sheave 5-1/16" hub central, 3-7/16" dia. bore, K.S. 7/8" x 7/16" and SS. 8-0195 V-Belts.

\$ 248.03 Price . .

V-Belt drive for shaker screens 25 H.P. 720 RPM motor. Dwg. SD5 consisting of:

1-10.5" P.D.9-"C" groove motor sheave 1-72" P.D.9-"C" groove, 10" face, seni steel, 1800 lb. rim weight driven sheave. Bore 4-15/16" dia. 2-K.S. 1-1/8" x 9/16" 900 apart, bub 11" central. 9-G-270 "Y" belts.

493.44 Price .

V-Belt drive for shaking picking tables. Dwg. M-9 25 HP 690 RPM motor, consisting of:

1-9.2" P.D.9-"C" groove motor sheave 1-64" P.D.9-"C" groove 10" face, sen1 steel, 1800 lb. rim weight driven sheave, bore 3-15/16" dia. 2-K.S. 1" x 1/2" 90° spart, 9" hub central. 9-0240 mym bolts.

4540 74

ORDER 67539

Jones Foundry & Machine Co., & ur. J. Marland, M. Roosevelt Rd. dicago, Ill.

REQUISITION

Quote both numbers on invoice

Rock Springs, Wyo. Dec. 17, 1941

furnish the following material and ship to The Union Pacific Coal Company,

Allen & Garcia Company,

Hanna, Wyoming.

thip via

3

V-Belt drive for Plate Feeder 10 HP 1160 RFM motor. Dwg. M-3 consisting of:

1-9.4" P.D. 4-"C" grooves motor sheave 1-50" P.D. 4-"C" groove, 6" face, 500 lb. rim weight, driven sheave, 5-1/2" hub central K.S. 3/4" x 3/8" SS, Bore 2-15/16" dia. 4-Cl95 "V" belts.

\$ 183.37 Price . .

Total estimated weight .... 8,000 lbs. Price F.O.B. Chicago, Ill., with full freight 24535.97

Allen & Garcia Company will furnish you with all necessary motor prints, drawings, etc.

Field Inspection.

Delivery: Not Later Than Herch 1, 1942.

(A. & G. Job No. 1277. Order No. 6)

Invoice Must Be Rendered In Quadruplicate.

APPROVED:

A. Hunter In accepting this order, it is understood that you agree to terms and conditions shown on the reverse side of this order.

Purchasing Agent.

ORDER 67539

W. A. Jones Foundry & Machine Co., Atta. Mr. J. Marland, 401 W. Roosevelt Rd.,

chicago, Ill.

REQUISITION

Quote both numbers on invoice

Rock Springs, Wyo. Doe. 17, 1941

Please furnish the following material and ship to The Union Pacific Coal Company,

care of Allen & Garcia Company,

Hanna, Wyoning.

Ship via

3

V-Belt drive for Plate Feeder 10 HP 1160 RPM motor. Dwg. M-3 consisting of:

1-9.4" P.D. 4-"C" grooves motor sheave 1-50" P.D. 4-"C" groove, 6" face, 500 lb. rim weight, driven sheave, 5-1/2" hub central K.S. 3/4" x 3/8" SS,Bore 2-15/16" die. 4-6195 "V" belts.

Allen & Garcia Company will furnish you with all necessary motor prints, drawings, etc.

Field Inspection.

Delivery: Not Later Than March 1, 1942.

(A. & G. Job No. 1277. Order No. 6)

Invoice Must Be Rendered In Quadruplicate.

Ploggougle Viod Prec., Operation.

Mylle modulife

C - A. & G. Co.(2) Mr. E. McAuliffe

Mr. F.A. Hunter

In accepting this order, it is understood that you agree to terms and conditions shown on the reverse side of this order.

Purchasing Agent.



SHEET NO.\_\_\_\_

Dec. 17th, 1941.

Mr. I. M. Charles, Chief Engr., The Union Pacific Coal Co., Rock Springs, Wyo.

Dear Sir:-

Under date of November 10th we received a letter from Mr. Livingston advising that it was the intention to carry the 220 volt circuit underground in steel conduit to our distribution center and according to contract, 100° of conduit inclusive of main feeder wires, fittings, boxes, etc., have been included as connection with the coal company's transformer and distribution center.

In studying this installation we have arrived at three possible ways of accomplishing results and are enclosing our drawing E-8, job 1277, of the motor layout upon which we have indicated in colored pencil the different arrangements as follows:

Arrangement A, shown in aluminum pencil involves the use of lead covered cable in conduit from transformers to a location below the distribution center together with the necessary excavation, concrete pull vaults, manhole covers, etc., and is the most costly arrangement.

Arrangement B, shown in red pencil involves the use of lead covered cable in conduit from the transformers to a location in building nearest to the transformers and from this point rubber covered cable in conduit to the distribution center, together with the necessary material, excavation, pull vaults, etc.

Arrangement C, shown in yellow pencil involves the use of an overhead line to the conveyor gallery, along the gallery through the building to distribution center, all consisting of rubber covered moisture-proof cable in galvanized conduit, making it unnecessary to provide any underground work with pull vaults and attendant drainage difficulties.

Of the three, the last one in our estimation would be the most satisfactory from several standpoints. It would be more economical, more easily serviced above possible flooding and will have a cheaper replacement cost. The conveyor gallery also offers a good method of support and therefore, offers the best arrangement.

GARCIA COMPANY NSTRUCTING ENGINEERS NC CORMICK BUILDING 332 S. MICHIGAN AVE. OHICAGO

Mr. I. M. Charles, . . . . . .12/17/61.

Arrangement A indicates there will be approximately 570° of lead covered cable; arrangement B, 210 ° of lead covered cable and 360° of R.C.D.B. insulated cable, and arrangement C, 480' of R.C.D.B. moisture-proof cable, and each of them will require 160' of 6" conduit. We are also experiencing some difficulty in obtaining lead covered cable. Will appreciate your giving this matter your attention and advising us as soon as possible what your wishes are.

Yours very truly,

L. von Perbandt

LUP:HL

CC-Mr. Eugene McAuliffe Mr.H.C. Livingston Mr. I.N. Bayless

ACCORNICK BUILDING
332 S. MICHIGAN AVE.

OHICAGO

SHEET NO.

Dec. 15th, 1941.

Mr. George B. Pryde, Vice Pres. Operations, The Union Pacific Coal Co., Rock Springs, Wyo.

Dear Sir:

Have your wire advising that you were holding the orders subject to obtaining priority from the government and wired you as per enclosed confirmation.

We are becoming somewhat alarmed over the delay of placing our orders with the manufacturers as most of them have made a stipulation in their bids that they will guarantee the prices only at the time of purchase and reserve the right to increase them should the cost of basic materials to them be increased before they issue their invoices. If we can get our orders to them quickly so as to be covered, we feel that we will not run into this difficulty and therefore, have suggested that you issue the orders subject to your priority rating which is to follow as soon as obtained.

Trusting that you will see your way clear to assist us in this matter, we beg to remain,

Yours very truly,

ALLEN & GARCIA COMPANY

J. Von Perbandl

LVP:HL

CC-Mr.Eugene McAuliffe Mr.C.H.Livingston Mr.J.L.Bayless Mr.F.A.Hunter SOENT NICE PRESIDENT SORESS CHICAGO

## ALLEN & GARCIA COMPANY

CONSULTING & CONSTRUCTING ENGINEERS

WM. VONMEDING,
SECRETARY AND TREASURER

PHONE HARRISON 2472

MCCORMICK BUILDING 332 S. MICHIGAN AVE.

CHICAGO

Dec. 8th, 1941.

Mr. Eugene McAuliffe, President, The Union Pacific Coal Co., 1416 Dodge St., Omaha, Nebr.

Dear Mr. McAuliffe:

Have your letter of December 6th and was pleased to hear that things are progressing satisfactorily to the present time. We would, however, like to get the priority rating as quickly as possible, as some of the companies are anxious to get under cover and cannot do so until they have their rating.

Thanking you for your co-operation, we are,

Yours very truly,

ALLEN & GARCIA COMPANY

X. von Perbangl

LVP:HL

Mr. L. von Perbandt Allen & Garcia Company McCormick Bldg. 332 S. Michigan Ave. Chicago, Ill.

Dear Mr. von Perbandt:

I have copy of your letter to Mr. Hunter dated

December 3 which indicates that the work of designing our 4-A

tipple is going on in good shape.

As usual, our application for priority rating, made in strict conformity with the government circular, came back for more information which was obtained from you, the revised form having gone out yesterday by airmail. Someday we will get the priority order, but everything looks very good. Mr. Livingston and I inspected the track at Hanna on the 3rd and found the steel all laid and the ballast on the ground, the only work remaining that of surfacing. Work was suspended that day on account of a very high wind. The District Engineer advised me that the work would be completed within five days, so we can say that the track situation is well out of the way.

Sincerely yours,

Original Signati EUGENE MCAULIFFE MCCORMICK BUILDING

CHICAGO

SHEET NO.\_\_\_\_

Dec. 5th, 1941.

Mr. F. A. Hunter, Purchasing Agent, The Union Pacific Coal Co., Rock Springs, Wyo.

Dear Sir:-

RE: Speed Reducers - Job 1277.

We are enclosing herewith our order #6, job 1277, covering speed reducers and V-belt Drives for your new coal tipple at Hanna, Wyoming.

You will note this order is made out to the W. A. Jones Foundry & Machine Company and no competitive bids were obtained. Kindly make out your order sending two copies to us for our files.

Yours very truly,

ALLEN & GARCIA COMPANY

LVP:HL

Enol.

CC-Mr. Eugene McAuliffe Mr.H.C. Livingston Mr.I.M. Charles . . . . . . . . . . . . .

SHEET NO.\_\_\_\_

Dec. 3rd, 1941.

Mr. F. A. Hunter, Purchasing Agent, The Union Pacific Coal Co., Rock Springs, Wyo.

Dear Sir:-

RE: Our Job #1277,

We are enclosing herewith, copies of the following orders:

Order #1 - Pan-American Bridge Company, for the furnishing and fabricating of the necessary structural steel.

Order #5 - The McNally-Pittsburg Mfg. Corp., covering the conveying machinery as listed. The bids on this equipment were competitive with Link-Belt Company and Webster Manufacturing Company, and it is our suggestion that it be placed with McNally-Pittsburg, as their price and delivery was in conformance with our bid.

Order #4- Robert Holmes & Bros., Inc., covers all of the platework and material as listed and was in competition with A. Lucas & Sons of Peoria, and it is our recommendation that they obtain this business.

Order #5 - Dings Magnetic Separator Company, covers the magnetic pulley for the belt conveyor. There was no competition on this item.

We have not forwarded order #2 as it covers the erection labor and does not include any materials.

We expect to have a number of additional items ready for your issuance of orders very shortly and you will note that in each case we have accepted prices f.o.b. point of manufacture with freight allowed to destination, leaving the routing to be determined by you. Most of these orders have been placed by us direct so these are in effect confirming orders. However, you can make them out in accordance with our agreement.

In connection with motors and electrical equipment, it will be necessary for you to issue an order to us and before we make it out it appears as though the General Electric Company will be successful on motors, M-G set, brakes and limit switches and if the Square D Company meets the competition it was our thought that the starters should be placed with them as it is

SHEET NO.\_\_\_\_\_ 2.

SECORNICK BUILDING 132 S. MICHIGAN AVE. OHICAGO

belief and experience that the starters made by them are of a more rugged and dependable construction. We have asked the Westinghouse Elec. & Mfg. Company, Allis-Chalmers Mfg. Company, Square D Company and Allen-Bradley for quotations on the electrical equipment.

We are submitting with each of the orders a copy of the specifications to be issued with the order and are sending you two copies of each for your use. Kindly advise if this meets with your approval.

Would appreciate your forwarding us two copies of each of the orders issued by you.

Trusting that this meets with your approval, we are,

Yours very truly,

ALLEN & GARCIA COMPANY

J. von Perband

LVP:HL

Encl.

> CC-Mr. Eugene McAuliffe.

Rock Springs - December 1, 1941

Deognupe

Wr. Eugene McAuliffe:

Yours of November 28th, file 353-12, to Mr. L. von Perbandt, copy to me:

I have gone over this matter with Mr. Tallmire and Mr. Hunter, and the matter will be handled as you suggest.

PARSIDENT PRESIDENT

# ALLEN & GARCIA COMPANY

CONSULTING & CONSTRUCTING ENGINEERS

WM. VONMEDING, SECRETARY AND TREASURER

> PHONE HARRISON 2472

MCCORMICK BUILDING 332 S. MICHIGAN AVE.

CHICAGO

Dec. 1st, 1941.

Mr. Eugene McAuliffe, Pres., The Union Pacific Coal Co., 1416 Dodge Street, Omaha, Nebr.

Dear Mr. McAuliffe:

We have received our copy of agreement CD-#26168 this morning and expect to have some orders ready for you some day this week.

Thanking you, we are,

Yours very truly,

ALLEN & GARCIA COMPANY

BY ~

LVP:HL

November 30, 1941.

Mr. L. von Perbandt, President, Allen & Garcia Company, 332 South Michigan Avenue, Chicago, Illinois.

Dear Mr. von Perbandt:

I enclose herewith for your files, the Allen & Garcia Company's executed copy of Agreement C. D. No. 26168, between The Union Pacific Goal Company and your company, covering construction of the Hanna tipple.

Will you kindly acknowledge receipt?

Sincerely yours,

Original Signed EUGENE MIGAULIFFE

Omaha - November 30, 1941.

Mr. G. B. Fryde:

Herewith The Union Pacific Coal Company's duplicate original, and one file copy, of Agreement C. D. No. 26168 with Allen & Garcia Company covering construction of the Hanna tipple, the contract having been amended to include provision giving us the option to purchase materials and deduct the cost, plus transportation and handling charges, from the contract price.

maint will be required in the consummation of said coul

Original Signed EUGENE McAULIFFE Omaha - November 29, 1941.

Mr. Eugene McAuliffe:

Referring to your letter of November 28, file 353-12:

I am returning herewith for disposition fully executed duplicate originals and two extra copies of agreement CD-26168 between The Union Pacific Coal Company and Allen and Garcia Company, covering construction of tipple at Hanna, Wyoming.

John A. Bennewitz

+

dump house at "L" Plane #4 Mine
Hanna, Wyoming.

Cont. Dept. No. 26168

Stranger of

THIS AGREEMENT, made and entered into this

by and between THE UNION PACIFIC COAL COMPANY, a corporation of the State of Wyoming (hereinafter called "Company"), party of the first part and ALLEN AND GARGIA COMPANY, a corporation of the State of Delaware (hereinafter called "Centractor"), party of the second part, WITNESSETH:

IT IS MUTUALLY COVENANTED AND AGREED by and between the parties hereto as follows:

The Contractor hereby covenants and agrees to construct complete a 500-ton per hour 5-track coal tipple and dump house at "L" Plane #4 Mine of the Company at Hanna, Carbon County, Wyoming, and to furnish (except as in the specifications or as hereinafter otherwise specifically provided) all material, labor and all other things requisite and necessary therefor; said work to be done in an expeditious, substantial and workmanlike manner to the satisfaction and acceptance of the Company and in conformity in all respects with the attached plan designated as Sheet No. 4, Drawing 2044.334-75-W5, dated February 2, 1940, and the annexed specifications, which said plan and said annexed specifications are hereby made a part of this contract, and in accordance in all respects with the conditions, requirements and stipulations hereinafter contained.

In consideration of the completion of the work herein described in conformity in all respects with said plan and annexed specifications, and the fulfillment of all covenants, conditions and agreements of the Contractor herein contained, to the satisfaction and acceptance of the Company, the Company shall pay to the Contractor the contract price of

Two Hundred Fourteen Thousand Dollars (2214,000,00), it being the understanding of the parties hereto that said contract price does not include any so-called sales and/or use tax which the Contractor may be required by law to collect from the Company and remit to the United States of America or the State of Myoming in connection with materials furnished by the Contractor for the work hereunder.

Said contract price is understood to include freight to destination on all materials furnished by the Contractor hereunder based on shipments in carload lots and at carload rates. Less than carload shipments of such materials are to be made at the option and expense of the Contractor.

Said contract price is based upon the following estimated quantities for footings and foundations:

and there shall be added to or deducted from said contract price for any increase or decrease as the case may be in said estimated quantities:

(a) for earth exeavation . . . . \$ 0.85 per cu.yd. (b) for earth backfill . . . . . . 2 1.10 per ou.yd.

(e) for mass reinforced concrete . \$34.15 per du.yd.

It is further understood that said contract price shall be adjusted account substitution of material necessitated by reason of the requirements of the Wational Defense Program, as provided on page 9 of the annexed specifications under the caption "SUBSTITUTION OF MATERIAL".

Coal Company's Option to Furnish Materials, Equipment and Machinery.

The Company has applied for a preferential "Project Rating" from the Division of Priorities Office of Production Management of the United States of America in respect to the material, equipment and machinery, which it will be necessary to provide in the construction of the coal tipple hereinbefore described. The Company shall have the option, if it so elects, to purchase all or a part of the material, equipment and machinery necessary for the construction of said coal tipple.

Promptly after the execution and delivery of this agreement, the Contractor through its engineers shall prepare bills of material for the material, equipment and machinery which will be required in the construction of said coal

tipple; shall obtain prices thereon at which the same may be purchased by the Company and shall submit the same to the Company with the prices thus obtained and the names of the manufacturers or materialmen from whom such material, equipment and machinery can be purchased. The Contractor shall assume full responsibility for the sufficiency and quality of the material, equipment and machinery so specified by its engineers as complying with said plans and specifications. The Company, if it elects to purchase all or a part of such material, equipment and machinery, shall notify the Contractor, specifying the items of material, equipment and machinery which it has elected to purchase and shall then purchase such items at prices not in excess of those obtained by the Contractor and furnished to the Company, and shall deliver such portions thereof as may be shipped in carload lots at the reliroad siding nearest the site of the work and deliver any material shipped in less-than-carload lots at the Railroad Station at Hanna, Wyoning.

All items purchased by the Company for the work hereunder shall be unloaded promptly at destination by or at the expense of the Contractor.

The title to all material, equipment and machinery purchased by the Company shell at all times be in the Company and the Contractor shall have no right, title or interest therein.

price of \$214,000.00 hereinabove specifica, there shall be deducted, and the contract price shall be reduced by, the amount paid by the Company for the material, equipment and machinery which it shall have elected to purchase as hereinbefore provided, plus handling charges and transportation costs on such material, equipment and machinery from point of origin to point of delivery.

The said work shall be commenced promptly and shall be completed on or about July 1, 1942, time being of the essence of this contract and being one of the considerations for the price or prices specified for the work; PROVIDED, however, that the time of completion herein specified shall be contingent upon any delay or deferment of shipment of materials by reason of any Governmental priority request made in the interest of the National Defense Program or by reason of other Governmental requirements or restrictions.

### GENERAL CONDITIONS

The said work shall be commenced
The said work shall be commenced and shall be
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Section 4. BOND.
The Contractor apon the deliver to the
this contract shall execute, pay for and deliver to the company a good and sufficient bond of indemnity in the sum
(\$\frac{1}{2}\) in the form hereto attached, as security for the contractor of all the covethe faithful performance by the Contractor of all the covethe faithful performance part of the Contractor to be the faithful performance on the part of the contract or in any
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Annotted by the
Section 5. ENGINEER.  The word "Engineer" whenever used in this contract  The word "Engineer" whose direction the work herein provided
shall refer to and indicate the authorized representative of shall refer to and indicate the authorized representative of the company under whose direction the work herein provided the Company under whose direction the work herein provided
the Company under whose direction
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Section 6. ENGINEER Soll large constituted the sole altitude the Engineer is hereby constituted the sole altitude the so
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shall be made hall be delivered to each of
one of which shall be under supervision of contractor.  Section 7. Work TO BE UNDER SUPERVISION OF CONTRACTOR.
Section 7. WORK TO BE UNDER SUPERVISION OF CONTINUE TO Section 7. Work shall be performed under the personal The work shall be performed up part of this con-
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employes of the Contractor. Any employed shall be removed from the work by the Contractor at any time on request of
from the work by

the Engineer for incompetence, neglect of duty or misconduct, or whenever such employe shall not be acceptable to the Engineer; and the Contractor expressly covenants and agrees to protect and save harmless the Company from any expense, claims or damages whatsoever, which may arise from so dismissing any employe or employes, either of the Contractor or any sub-contractors, as provided in this section.

WORK TO BE DONE TO SATISFACTION OF ENGINEER. The performance of said work shall be under the direction and supervision of the Engineer, it being understood however, that the Company shall not be responsible for the methods selected by the Contractor for the Contractor's own convenience in performing said work, and the Engineer shall have full power to condemn and reject any or all work and/or material, which, in his opinion, is unsatisfactory or which does not conform with the spirit of this contract, and all such imperfect or insufficient work and/or material shall be immediately remedied or removed by and at the expense of the Contractor and to the satisfaction of the Engiand, in the event the Contractor shall fail so to do, the Engineer shall have the power at any time to take out any defective work and/or material and rebuild or replace the same at the expense of the Contractor; it being understood and agreed, however, that the failure of the Engineer to detect faulty or defective workmanship and/or material during the progress of said work shall not be construed as an acceptance thereof until after the final completion and acceptance by the Company of the whole work covered by this contract.

Any and all material which has been rejected by the Engineer for any cause whatsoever shall be plainly marked by the Contractor at the direction of the Engineer so as to identify the same and shall be removed from the premises of the Company and entirely away from the vicinity of said work by and at the expense of the Contractor. The removal of imperfect material as referred to

herein covers only such as may be furnished by the Contractor.

EXTRA WORK. Section It is understood and agreed that the Company shall have the right to make such changes in the amount, dimensions or character of the work to be done hereunder as in the opinion of the Engineer, the interests of said work or of the Company may require; and, if any such changes or alterations should diminish the quantity of the work to be done they shall not constitute a claim for damages for anticipated profits on the work so dispensed with. Any increase in the amount of work to be done, that may result from such changes, shall be paid for at the same rates as similar work is herein contracted to be paid for; and, if such work is not similar to that herein contracted for, the Contractor shall submit information concerning the nature of the same to the Engineer before such work is commenced and it shall be classified as "extra work" and paid for at prices to be agreed upon between the Engineer and the Contractor, prior

to the commencement of the same; but, if the Contractor and the Engineer are unable to agree upon a price for such extra work, the Company may enter into a contract with any other party or parties for its execution or may itself perform any and all such extra work the same as if this contract had never existed. In case the Contractor does not present a claim in writing to the Engineer on account of the dissimilarity in the work by reason of such change within ten days after such change has been explained, the Contractor shall be forever estopped from making any claim therefor.

Section 10. TERMS OF PAYMENT.

The terms of payment shall be as follows: During the progress of the work the Engineer shall cause estimates to be made of the amount of work done and/or materials furnished/during each calendar month and about the fifteenth day of the succeeding month the value of the same based on the price or prices aforesaid, less a reserve fund of twenty (20) per cent, which shall be held by the Company as security for the completion of the whole work in its several parts, shall be paid to the Contractor and if, at the time herein specified for the completion of the work, each and every part of the work has been done in accordance with the provisions hereof and delivered up to the Company free of all claims and liens and, if the Contractor shall have done and performed all the covenants and undertakings on the part of the Contractor herein mentioned to be done and performed, the Company shall, subject to the provisions of Section 11. hereof, pay over to the Contractor all of said reserve fund.

Section 11. RESERVE FUND.

In the event that the Company has not in its juggment been furnished with satisfactory evidence that the work is free from all liens and claims, the Company shall not be obligated to pay over to the Contractor all of said reserve fund immediately upon the completion of the work but shall have the right, at its option, to retain all or such portion of said reserve fund as it desires until the time allotted by law for the filing of liens upon or against said work shall have expired and until all liens filed upon or against said work shall have been fully paid.

Section 12. ESTIMATES.

No estimate made under any of the foregoing provisions of this contract (except the "Final" estimate made upon the termination of the Contractor's work hereunder) shall be construed or considered as final or conclusive against the Company in respect to the amount of work done and/or materials furnished, compensation to be allowed therefor or payments made, but all such estimates made before the Final estimate shall be construed and considered to be altogether approximate and provisional and subject to adjustment, readjustment, revision and correction

as the Engineer may thereafter determine; and the Company hereby reserves the right, upon the completion of the work and prior to the making of the final certificate, to adjust, readjust, revise and correct any and all of said approximate estimates for the determination of the amount of work done and/or materials furnished under this contract, of amounts paid, of the amount of work unfinished and/or the amount of materials unfurnished, and the values thereof respectively, as well as the amount of compensation therefor; having reference to the uncompleted part of said work and/or unfurnished part of said materials, as well as to the work done or materials furnished.

PROSECUTION OF WORK: FORFEITURE. If the Contractor shall fail to prosecute the work Section 13. with a force sufficient, in the opinion of the Engineer, to insure its completion within the time herein specified or if, in the opinion of the Engineer, the character of the work is not in accordance with the provisions hereof, the Engineer shall have the option to serve written notice on the Contractor to supply at once the necessary increase of force, appliances or tools, or to cause such improvements in the character of said work and/or materials as may be required to make the same conform to the stipulations of this contract and if, on the expiration of ten (10) days after the service of such written notice upon the Contractor personally, or by leaving the same at the office or last known place of busi-ness of the Contractor, the Contractor shall have failed to comply with the requirements of such notice, the Engineer shall, at his option, have full power to supply such additional force, appliances or tools as he may deem requisite and necessary to complete the work in the time specified, to make or have made such improvements in the character of said work and/or materials as may be required to conform to the provisions of this contract, to pay for all labor so employed and materials and other expenses so used or incurred and to deduct the amounts so paid from any payments then due or thereafter falling due to the Contractor hereunder; or, in the case of the failure of the Contractor to comply with such written notice within ten (10) days after the service thereof as aforesaid, the Engineer, at the expiration of such ten (10) days, at his option, may declare this contract forfeited and abandoned and take possession of said work immediately to the exclusion of the Contractor, and the Contractor shall have no further rights under this contract after such declaration of forfeiture and thereupon no further payments shall be made by the Company to the Contractor under this contract but the difference between the amount due the Contractor and the amounts actually paid to the Contractor prior to the time of said forfeiture shall be used by the Company, so far as necessary, to compensate the Company for any loss caused to it by reason of the

failure of the Contractor to complete the work embraced in this contract according to its terms and within the time specified, including loss to the Company by reason of completing said work itself at a higher cost than would have resulted had the Contractor completed said work, or by reason of its making a new contract for the completion of the work by other parties at a higher rate or rates than hereinbefore mentioned, and also by reason of any delay in the completion thereof, or otherwise. In the event that, upon the completion of said work, and after deducting all losses, damages, costs and expenses whatsoever to the Company by reason of such forfeiture, there remains unused any balance of said difference between the amount due the Contractor and the amounts paid to the Contractor, said balance shall be paid over to the Contractor, but in the event said difference shall not have been sufficient to satisfy and defray all damages, losses, costs and expenses whatsoever to the Company by reason of said forfeiture, then the Contractor shall pay to the Company an amount sufficient to reimburse entirely the Company for such damages, losses, costs and expenses.

The delay in furnishing material as referred to herein covers only material to be furnished by the Con-

tractor.

CONTRACTOR TO COMPLETE WORK. Section 14. None of the provisions of this contract shall be construed as in any way permitting the Contractor to abandon the work herein provided for except under the provisions of

Section 17 hereof.

In case the Contractor shall fail to complete said work within the time specified, but shall nevertheless be permitted to complete the same, such permission will not release the Contractor from any liability for damages or expenses arising from the non-completion of the work in the time specified, but such liability shall continue in full force against the Contractor the same as if such permission had never been granted.

DELAYS AND EXTENSIONS. Section 15. Should the Contractor be delayed in the prosecution or completion of said work by act, neglect or default of the Company, or of any other forces employed by the Company on the work, or by any damage caused by fire or other casualty for which the Contractor is not responsible, or by combined action of workmen in no wise caused by or resulting from default or collusion on the part of the Contractor, or by delays due to freight embargous or unusual weather conditions. then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all the causes aforesaid, which extended period shall be determined and fixed by the Engineer, but no such allowance shall be made unless a claim therefor is presented in writing to the Engineer within a reasonable time after the occurrence of such delay.

section 16. RIGHT TO STOP WORK.

It is hereby mutually covenanted and agreed that whenever, in the opinion of the Company, it shall be necessary or expedient to stop the work or any portion thereof, or that the force employed thereon should be diminished, the Company shall have the right and power to stop the work or diminish said force and the Contractor shall have no claim for damage by reason thereof. The order to stop the work shall be made in writing, signed by the Engineer and delivered to the Contractor, or in the case of the Contractor's absence, to some person on the work representing the Contractor, at least ten days prior to the date when such order shall take effect.

It is further agreed that in case of a total suspension of the work under this contract arising from no fault, failure or collusion on the part of the Contractor and continuing for a longer period than thirty (30) days, unless such suspension shall have been caused by unusual weather conditions, or in case the force employed on the work should be diminished for a longer period than thirty (30) days in accordance with instructions of the Engineer, the Engineer shall make final estimate of the amount and value of all work done and materials furnished according to the terms of this contract, and the amount then found to be due, together with all retained percentages, except as herein otherwise provided, shall be paid to the Contractor.

Section 18. FEDERAL AND STATE LAWS.

The Contractor shall pay the wages and salaries of the Contractor in strict accordance with federal enactments and with the laws of the accordance with federal enactment, and shall indemnify and state in which the work is performed, and shall indemnify and hold harmless the Company from and against all damages, penalties and expenses of whatsoever nature resulting from failure

so to do. The Contractor shall comply with the laws of the state in which the work is performed regarding liens for labor, material and supplies furnished for said work, and shall protect and indemnify the Company from and against any and all claims or liens against said work for labor, material or supplies furnished the Contractor; and the Company may, whenever it deems it proper or expedient so to do, pay to the laborers or other persons employed by the Contractor, or those who may have furnished materials or supplies for said work, out of the moneys due the Contractor on monthly or other estimates, any sums due for labor, materials and supplies furnished in the performance of the work provided for under the provisions of this contract, and charge the same to the Contractor as so much paid on this contract; and, before a final settlement is made between the parties hereto for work done or for material or supplies furnished under this contract, the Contractor shall furnish satisfactory evidence

to the Company that the work is free and clear from all liens for labor, workmanship, material and/or supplies and that no claim then exists in respect to which such liens could arise. The payment for material and supplies as referred to herein covers only such material as is furnished by the Contractor.

The Contractor agrees to accept exclusive liability for the payment of any and all payroll taxes or contributions for unemployment insurance or old age pensions or annuities which are measured by the wages, salaries, or other remuneration paid to the employes of the Contractor. The Contractor further agrees to reimburse the Company for any of such of the aforesaid taxes and contributions as by law the Company may be required to pay. The Contractor agrees to comply with all valid administrative regulations respecting the assumption of liability for the aforesaid taxes and contributions and the supplying of information to the properly designated authorities.

CONTRACTOR'S LIABILITY AND INSURANCE.

Section 19. All injury to the work from fires, floods or casualties of every kind and/or loss of materials during construction, occurring prior to the final acceptance of the work by the Engineer shall be repaired and/or replaced by and at the expense of the Contractor. During the progress of the work, if required by the Engineer, the Contractor shall carry, free of all cost and expense to the Company, insurance against fire and/or tornado on such work, with insurers approved by the Company, with a clause in the policies providing that the loss, if any, on account of fire and/or tornado shall be payable to the Contractor and the Company as their interests may appear at the time of such loss. Any money received by the Company from such insurance shall be paid to the Contractor during the progress of the work of restoration performed by the Contractor upon such estimates and at such times and under such terms as are provided in Section 10 hereof; it being understood, however, that the Contractor shall claim no additional compensation by reason of such damage or destruction, but the Engineer shall allow such extension of time as may be reasonably required by reason of such damage or destruction.

CONTRACT MADE ON CONTRACTOR'S OWN KNOWLEDGE. Section 20. It is distinctly understood and declared by the Contractor that this contract is made for the consideration herein named, solely on information derived from others than the Company, its officers, agents or employes, and that the plans and specifications governing the work are subject to change and alteration as herein provided. Any deviation from said plans and specifications will be considered as an alteration and shall be determined as provided in Section 9 hereof.

DAMAGES. Section 21. The Contractor shall be subject to and operate under all applicable federal enactments and those of the state in which the work is performed, regarding Employer's Liability,

Workmen's Compensation and Workmen's Insurance and expressly covenants and agrees that the Contractor and the Contractor's employes engaged on the work hereunder are not and shall not be treated or considered as the servants and employes of the Company, it being the intention of the parties hereto that the Contractor shall be and remain an independent contractor and that nothing herein contained shall be construed inconsistent with that status. The Contractor hereby covenants and agrees to save and hold harmless the Company from and against any and all damages, claims, costs or expenses whatesever, due to the existence of such enactments, and of any and all claims, costs and expenses in connection therewith, under any claim of subrogation provided for by said enactments or otherwise.

The Contractor hereby further covenants and agrees to save and hold harmless the Company from and against any and all damages, claims, costs or expenses arising from or growing out of injuries to or death of employes or any other persons whomsoever, or loss of, damage to or destruction of property whatsoever, when such injury, death, loss, damage or destruction occurs because of, or in connection with the carrying on and completion of the work to be performed by the Contractor hereunder, whether such claims are based upon a right conferred by the common law or by any statute; PRO-VIDED however, that the agreement of the Contractor herein to indemnify and hold harmless the Company shall not apply as to injuries, deaths, losses, damages or destruction occasioned by reason of the negligent acts of an independent contractor over whom the Contractor has no control, either directly or indirectly, or of the Company, its officers, agents or employes, unless in either case there is concurring negligence on the part of the Contractor, in which event the indemnity to be furnished by the Contractor hereunder shall be in proportion to the Contractor's negligence; and the Contractor further covenants and agrees so to manage, control and direct the Contractor's officers, employes, agents and servants, and so to care for the property and materials owned by and/or in the custody and control of the Contractor as to prevent in-jury to said officers, employes, agents or servants, or dam-jury to or destruction of said property and materials, resulting from the proper conduct of the business of the Company in or about the premises of the Company during the progress of said work.

berounder the Contractor shall secure a release to the Company from all liability in connection therewith.

The Contractor further agrees that in case of suit against the Company for injuries to or death of persons or loss of or damage to property occasioned through the work covered by this contract that the Contractor hereby waives notice to come in and defend and agrees to be bound by the amount of the recovery in such suit.

The Contractor shall procure, and cause each subcontractor, if any, to procure, from a duly licensed agent
of an insurance Company to be designated by the Company, Contractors' Public Liability Insurance and Contractors' Property Dawage Insurance protecting the Contractor and the subcontractors against claims for injuries to or death of persons,
other than their own employes, and for damage to property,
arising out of the work to be performed under this contract.
The limits in policies for such insurance, which with respect
to insurance for the Contractor, have been designated by the
Contractor, shall be as follows:

(a) Contractors' Public Mability Insurance.
The policy to be taken out by the Contractor shall provide limits of \$50,000.00 for any one person, and, subject to the same limit per person, \$100,000.00 for any one accident.

The insurance to be procured by each subcontractor shall be within limits agreed upon between the Contrac-

tor and such subcontractor.

(b) Contractors' Property Danage Insurance.
The policy to be taken out by the Contractor shall provide a limit of \$25,000.00 for any one accident.
The insurance to be procured by each subcontractor shall be subject to such a limit in amount as may be agreed upon between the Contractor and such subcontractor.

The Company will pay the premiums on the insurance

hereinabove in this section provided for.

Meither the Contractor's Public Liability Insurance nor the Contractor's Property Damage Insurance herein
provided for shell protect the Contractor or any subcontractor against claims on account of injuries to or deaths
of persons or damage to property caused by teams, automobiles,
trucks and other vehicles of the Contractor and any subcontractor or the loading or unloading thereof unless the accident occurs on the premises used by the Contractor and/or
subcontractor in the conduct of the work to be performed
under this contract.

The Contractor shall cooperate with the representatives of the Insurance Company in the handling of all insurance details and reporting of accidents and shall see that

all such subcontractors do likewise.

Upon making any subcontract with any subcontractor, the Contractor shall give immediate written notice thereof to the Chief Engineer of the Company and to the Insurance Company designated by the Company, and in such notice shall specify, among other things, the limits of Contractors' Public Liability Insurance and Contractors' Property Damage Insurance agreed upon between the Contractor and such subcontractor.

The Contractor shall conform in all respects to all state, municipal or other laws and regulations governing the transportation, storage, handling and use of explosives and inflammables.

Section 24. METHODS TO COMFORM WITH SAFETY REQUIREMENTS.

In the prosecution of the work covered by this contract the Contractor shall use only such methods of handling the same as are consistent with safety, both as concerns the Contractor, the Contractor's agents and employes, and the Officers, agents, employes and property of the Company and the public in general.

Section 25. OCCUPATION OF STREETS, ALLEYS AND PUBLIC PLACES, whenever, in performing the work hereunder, it may be necessary to occupy, use or obstruct any street, highway, private way or public place, or to do anything whatever in connection with public property, or whenever it shall be connection with public property, or whenever it shall be necessary, in order to comply with building laws or other necessary, in order to comply with building laws or other necessary, in order to comply with building laws or other local, state or national ordinances, laws or regulations, the Contractor shall procure, free of all cost and expense to the Company, all necessary permits or permission therefor; and in doing such work shall be governed by, and comply with the in doing such work shall be governed by, and comply with the laws, ordinances, rules and regulations of the proper municipal or other authorities, and the Contractor agrees to inpal or other authorities, and the Contractor agrees to inpal or other authorities, and the Contractor agrees to inpal or other authorities, and the Contractor agrees to inpal or other authorities, and the Contractor agrees to inpal or other authorities, and the Contractor agrees to inpal or other authorities, and the Contractor agrees to inpal or other authorities, and the Contractor agrees to inpal or other authorities, and the Contractor agrees to inpal or other authorities, and the Contractor agrees to inpal or other authorities, and the Contractor agrees to inpal or other authorities, and the Contractor agrees to inpal or other authorities, and the Contractor agrees to inpal or other authorities, and the Contractor agrees to inpal or other authorities, and the Contractor agrees to inpal or other authorities, and the Contractor agrees to inpal or other authorities, and the Contractor agrees to inpal or other authorities, and the Contractor agrees to the proper authority or to comply with the contractor agrees and comply and comply agreed and comply agreed agreement and comply agreed a

Section 28. USE OF PATENTED ARTICLES.

The Contractor covenants and agrees to indemnify, protect, and save harmless the Company from and against any and all claims, losses, costs, damages, expenses, actions, suits, or other proceedings, growing out of or resulting from the infringement of any patent by the Contractor or the use of any patented article by the Contractor except as provided for in the plan and specifications as a part of the work covered by this contract.

section 27. PROPERTY AND RIGHT OF ENTRY.

The Contractor, at the expense of the Contractor. shall provide the necessary property for the erection of any temporary buildings or facilities required for use of the Contractor in connection with the work, and shall also provide the right of entry over public or private property to gain access to the work on any of the Contractor's facilities required in connection therewith. The allowance or compensation whatsoever shall be due or paid to the Contractor for any temporary roads, bridges or trestles that the Contractor may make to facilitate the works bevorgga (B) W. B. Rouse.

Section 28. MAINTENANCE OF PRICES LETERS!

The Contractor shall, at the expense of the Contractor, repair, replace and maintain all fences and gates of the Company or of private parties adjacent to the work, which are torn down or altered in any manner by the Contractor or the agents or employes of the Contractor, and shall be solely responsible for any injury to live stock or crops or for trespess or damage to adjacent properties or the public, occasioned by any acts or omissions on the part of the Contractor or the agents or employes of the Contractor during the progress of the work. Any demage so caused may be paid by the Company and deducted from any moneys due or to become due to the Contractor.

Section 29. INSPECTION. The Engineer or his authorized representatives shall have free access to the work for inspection of the same at any and all times.

Section 30. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

IN MINESS WEREOF, the parties hereto have caused this agreement to be executed in duplicate as of the date first herein written.

Witness:

THE UNION PACIFIC COAL COMPANY,

(S) H. A. Johnson

By (S) Eugene McAuliffe resident

Attest:

(Seal) (S) C. B. Matthai Assistant Secretary

Witness:

ALLEN AND GARGIA COMPANY.

(S) Martha Baker

By (S) L. vonPerbandt

President

Attest:

(S) William von Weding Seal) Secretary

S P E C I F I C A T I O N S FOR THE CONSTRUCTION OF THE UNION PACIFIC COAL COMPANY'S COAL TIPPLE LOCATED AT HANNA, WYOMING.

#### CENERAL.

The General Conditions as hereinafter set forth shall apply to all specifications used in connection with the work.

## COMPANY, ENGINEER AND CONTRACTOR DEFINED

The word Company shall designate The Union Pacific Coal Company, and the word Engineer, the said Company's Engineering Department's representative, or the Company's officials in charge, and the word Contractor, the contracting party or parties.

# DRAWINGS PURMISHED BY THE CONTRACTOR AND COMPANY

It is understood that the Centractor is to prepare design drawings, machinery details and structural details for the Company. The work prescribed under this item will not be paid for directly, the work prescribed under this item will not be paid for directly, but shall be considered a subsidiary work pertaining to the complete but shall be considered a subsidiary work pertaining to the complete construction of the coal tipple. It is further understood that all construction of the company free of charge by the Conand are to be delivered to the Company free of charge by the Conand are to be delivered to the Company free of charge by the Conand are to be delivered to the company free of charge by the Conand are to be delivered to the company free of charge by the Conand are to be delivered to the company free of charge by the Conand are to be delivered to the company free of charge by the Conand are to be delivered to the company free of charge by the Conand are to be delivered to the company free of charge by the Conand are to be delivered to the company free of charge by the Conand are to be delivered to the company free of charge by the Conand are to be delivered to the company free of charge by the Conand are to be delivered to the company free of charge by the Conand are to be delivered to the company free of charge by the Conand are to be delivered to the company free of charge by the Conand are to be delivered to the company free of charge by the Conand are to be delivered to the company free of charge by the Conand are to be delivered to the company free of charge by the Conand are to be delivered to the company free of charge by the Conand are to be delivered to the conad are to be

The drawings furnished by the Company shall be considered as part of and illustrating these specifications. The specifications are intended to supplement the drawings, the two being contions are intended to supplement the drawings, the two being contidered cooperative. Drawings and specifications will be part of the contract and are equally binding. They are the property of the Company and shall be returned when the work is completed.

The drawings show the general character of work, but the Company may furnish proper scale detail drawings of such portions as in its judgment may require it, in the preparation of which slight modifications will be made in minor details of design if necessary. The Contractor shall not execute any work requiring such large size details until same have been furnished him and all work must be made in strict accordance with such detail.

Pigures on drawings shall take precedence over measurements by scale, detail drawings over small scale drawings, and full size details over all other drawings. The decision of the Engineer shall be final as to the interpretation of drawings and specifications.

The Contractor shall keep his copy of the plans and specifications at the work and allow the Engineer and all persons appointed by him to inspect them when necessary.

### ERRORS AND DISCREPANCIES

If the Contractor in the course of his work finds any discrepancy between the plans and the physical conditions of the locality, or any errors in the plans, or in the points given for the construction of the work, it shall be his duty to immediately inform the Engineer in writing, and the Company will promptly verify and if necessary correct the same. Any work done after such discovery until authorized will be done at the Contractor's risk.

#### CO-RELATED HORK

when the work of this Contractor engages with the work of any other Contractor or the Company, he must cooperate with the other Contractor or the Company, and exercise extra-ordinary care to prevent injury to any work or material. This Contractor shall do all necessary cutting and fitting of his work, where same engages the work of another Contractor or the Company.

### SPECIAL MATERIALS

special brands of material or devices mentioned in the specifications or on drawings are for the purpose of establishing a standard or criterion of quality and character desired. Other material of equal quality and adaptability to purpose for which they are intended may be substituted, but only with the written approval of the Engineer. If the Contractor desires to substitute some other brand of material for that mentioned on the drawings or in the specifications, he must submit a statement with his proposal clearly and fully describing such substitution as he desires to make, also the difference in price.

Where specific make or kind of apparatus is called for and furnished by the Contractor, the furnishing of the apparatus does not relieve the Contractor of liability until he shall make such apparatus or appliance operate so that it will successfully perform the function for which it is intended.

### WORK INCLUDED

The work to be performed includes the furnishing of all labor, material, tools, equipment and supervision necessary for the complete and substantial execution of everything described, shown or reasonably implied in the specifications or shown on the drawings. The Contractor is to furnish the work complete in every respect except as specifically mentioned otherwise.

### ECUTPMENT

The Contractor shall provide all equipment required for the execution and completion of the work, including all staging, scaffolding, apparatus, tools, etc., which are necessary.

All equipment must meet with the approval of the Company and the Engineer may require the removal of any portion of the equipment which is defective or unsuitable for the proper prosecution of the work and Contractor will be required to substitute, therefore, satisfactory equipment without delay.

#### SUPERINTENDENCE

The Contractor shall constantly superintend all the work embraced in this contract, in person or by a duly authorized manager acceptable to the Company.

He must always keep on the premises a suitable foreman to direct operations and receive instructions in his absence.

## PROTECTION AGAINST LIABILITY FOR ACCIDENTS

The Contractor shall, at his own expense, erect and maintain all requisite lights and barriers for the protection of his work and for the safety of the premises or persons, subject to the order of the Engineer.

### OBJECTIONARIE HORIGIEN

The Engineer reserves the right to require the removal of any particular workman or workmen on the work, if, in his judgment, it shall be for the best interests of the work that such particular workman or workmen should be removed.

## THIS PECTION AND TESTING

The Contractor shall make a thorough inspection of all material and shall furnish, if required, certified copies of mill tests.

The Contractor shall inspect all materials, which must be now and the best of their respective kinds, when delivered, so as to either prevent the unleading of bad material or to remove the same promptly without awaiting orders from the Engineer.

He must also have materials delivered in good order and promptly stored and protected from injury until used. The disposal and locating of material and equipment shall be subject at all times to the Engineer's directions.

Should the Contractor introduce any material different from the sort or quality described herein or implied, they chall be immediately removed at the Contractor's expense at any time during the progress of the work.

Should any work be already in place in the structure, which, in the judgment of the Engineer, is not in accordance with the specifications or plans, either as regards material or workmanship, the Engineer may either require the said work to be taken down or replaced by work in accordance with the plans and specifications, or he may allow the said work to remain and may deduct from the contract price an amount which, in his judgment, shall be a proper allowance for the inferiority of said work, including also in his deduction the amount of all damages of whatever nature or kind that may result from such cause.

The Contractor shall permit the Engineer and all persons appointed by him to visit and inspect the said work, and every part thereof, at all times and places during the progress of the work, and shall provide sufficient, safe, and proper facilities for such inspection.

## CO-OPERATION SITH OTHER CONTRACTORS AND WITH THE COMPANY

The Contractor shall, at an early date, put himself in communication with other Contractors whose work may affect his so as to promote harmony of work, and shall cooperate with them and with the Engineer as to the proper conduct of the work and any difference of opinion shall be arbitrated by the Engineer.

## DRAWINGS AND SPECIFICATIONS TAKEN TOGETHER

These specifications and drawings must be taken together and all work called for in the specifications or shown on the drawings is to be included in the contract unless specifically mentioned to the contrary. All centers for arches, forms for concrete, and other work or materials required which is not denoted in the specifications or plans, either directly or indirectly, but which is nevertheless necessary for the proper carrying out of the apparent intentions thereof, shall be furnished by the Contractor.

#### "EXTRAS"

All extras must be ordered by the Engineer in writing on form "Order on Contractor" and the price for said extras agreed upon beforehand.

In default of such agreement, the Engineer shall fix the valuation of said extras and his decision shall be final and binding.

No claims for extras will be allowed unless accompanied by the written order for said extras.

Failure to understand the drawings or specifications or ignorance of the contents of either will not be accepted as an excuse for emissions, or inferior character of work or material, nor will such misunderstanding or ignorance be allowed to justify a claim for extra work ordered as above described.

## MATERIAL AND WORKSAUSHIP

All work and material throughout shall be the best obtainable in all cases and it is the intention that only the best methods and materials as recognised by usage in first class work are to be used.

## PROTECTION ACAINST STORM

The Contractor shall be required to properly brace and secure the work during construction, against wind and storms, and will be held wholly responsible for the safety of any work until its completion and acceptance.

## PROTECTION AGAINST FIRE

The Contractor and any of his employes are strictly forbidden to smoke or light fires of any kind, about the structure, except by written consent of the Engineer, and if any man or mon be found violating this rule, such violation will be deemed sufficient to cause his or their removal from the work and promises.

## PROTECTION OF HORK

The Contractor shall not use any part of barricades or structure for advertising purposes.

## CLEANING UP

At the completion of the work embraced under this contract, the entire work must be left clean and whole, floors cleaned, and all rubbish of every description removed from the premises regardless of or by whom made, there being no division of responsibility in regard to this.

The work, when completed, will be accepted in a finished, perfect and undamaged state only. The Contractor shall protect his work during its progress, and, if damaged, will do all patching necessary to its full and satisfactory completion.

### TEMPORARY HEAT

Sherover temperary heat or heat during construction of structure is required for prevention of damaging of material by freezing, or for any other reason, such heat shall be provided for by the Contractor and the entire expense in connection therewith shall be borne by him.

The Contractor shall provide all salamanders, coke, and attendance and supply temporary heat from these as required until the work is finished.

#### SUB-LETTING AND SUB-CONTRACTORS

The Contractor, if he wishes to sub-let portions of the work, must have the approval of the Company, but this does not in any way relieve him of the responsibility for the proper execution of the work. The Company's representative is only expected to deal with the Contractor or the Contractor's foreman.

### INCREASED OR DECREASED QUANTITIES

For alterations in plans or quantities of work as herein provided, the Contractor shall accept as full compensation payment at the contract unit prices for the quantities of work actually done and no allowance will be made for anticipated profits.

### SHIPMENT OF MATERIALS AND ROUTING

The Contractor is to base his bid on shipping all materials by railroad, and the Company reserves the right to designate the routing of railroad shipment of any materials furnished by the Contractor, and he shall make no shipments without having first obtained from the Company instructions as to routing of said shipments.

### ASSISTANCE

The Contractor shall render all necessary assistance as may be requested or required to take and furnish necessary levels, measurements, etc., on the work or grounds as the case may be. This to apply to minor details, replacement of stakes, etc. The Company's Engineering Department will furnish all necessary alignment, grade and finishing stakes, and other work necessary to determine the earth work, and locate various items, stake out piers, retaining walls, etc. The Contractor is to preserve all stakes and references as far as possible. If the Contractor's employes, through carelessness or neglect, destroy the Engineer's stakes, so that they have to be replaced, and such replacement is more than a reasonable amount, the Contractor will be required to pay the Company the extra expense incurred by the Company.

### CODES, LAWS AND CROTHANCES

In the performance of the work herein specified, the Contractor shall comply with all applicable Federal and State enactments with reference to Social Security, Employer's Liability, Workmen's Compensation, and Workmen's Insurance, and shall indennify and hold harmless the Coal Company from and against any and all liability, damages, claims, demands, costs and expenses of whatsoever nature due to the existence of such enactments, or resulting from any claim of subrogation provided in such enactments or otherwise.

#### CONTRACTOR'S EMPLOYES

The Contractor's employes connected with the work herein described shall be required to wear Safety Clothing, such as Safety Shoes, etc.

#### FINALLY

It is the intent of the plans and specifications to have a complete job in all its details, small items not specified but necessary to complete the job are to be executed as though specified. Any and all such items are to be done in the usual manner, good practice to govern. The Contractor is not to take advantage of any manifest emission, but is to figure on complete execution of any manifest emission, but is to figure on complete execution in his bid, and all items are to be executed as though specified where they are necessary to comply with the intent and purport of the plans and specifications taken as a whole. The unit price the plans and specifications taken as a whole. The unit price the plans are to be considered complete compensation for the job in its entirety.

### DESCRIPTION OF WORK

The Contractor hereby proposes and agrees to construct complete, a 500-ton per hour 5-track coal tipple and dump house at complete, a 500-ton per hour 5-track coal tipple and dump house at complete, a 500-ton per hour 5-track coal tipple and dump house at complete, and to furnish (except as herein-otherwise specifically provided) all material, nish (except as herein-otherwise) and nish (except as herein-otherwise specifically provided) and (except as herein-otherwise specifically provided) and (except

- a. General: This plant will be an exact duplicate job as that furnished for the Company's Reliance Mine located at Reliance, Myoming, by the Contractor under Job No. 1150, in 1935 and 1936, except for changes to fit local conditions and omissions specifically mentioned elsewhere in this agreement.
- b. Dump House: Redesigned along lines indicated by Company's knowt of preliminary plan sheet No. 4, dated February 2, 1940, except to be opposite hand, and in keeping with bill of material which is attached to and forms a part of this agreement.

G. Helt Conveyor Gallery: Redesigned as per above . Company layout sheet No. 4, except for 48-inch belt conveyor in place of the 36-inch belt conveyor shown. d. Five-Track Tipple: As outlined on Contractor's drawing FD-3, Job 1277, and in keeping with bill of material which is attached to and forms a part of this agreement. COMPANY TO FURNISH CERTAIN DESUIPMENT, MATERIAL AND PACILITIES The Company shall, at its own cost and expense, furnish the Contractor: a. All water required for the work; said water to be piped to mouth of manuar, 24-hour storage facility to be furnished by the Contractor. The Contractor shall, however, furnish at his own expense, necessary drinking water, which is available in close proximity to the work. b. All electric power required by the Contractor for the work; said power to be delivered to the Contractor at the tipple site, characteristics 220 volt, A.C., 3-phase, 60-cycle. e. The Company has the following equipment on hand, in good condition. Contractor to dismantle, transfer and install at now site. (1) Loaded mine car feeder complete except steel frame, motor and reducer. (2) Hote: Company has base, subboard bearing and coupling. Any reboring of couplings and pinions to be done in Company's shops at their expense. (3) Retary dump complete above Contractor's steel. supports. (4) Mine car platform scale complete above Contractor's supports. (5) Note: Services of factory representative for final check or adjustment if required by Company will be at Company expense. (6) Nox car loader complete above Contractor's supports. - 8 -

## SUESTITUTION OF MATERIAL

it is understood that the use of certain material or parts containing into the construction of equipment may be disallowed by reason of the requirements of the National Defense Program. In such an event the Contractor is to be allowed to furnish such asbetitutes suitable for the work as and available at the time needed for fabrication, such substitutes, however, to be subject to approval by the company prior to their incorporation in the work, and the cost of time charles in the case of addition to or deduction theoretical, as the case may be, or the difference in the cost of seals substitute uncertain as compared with the cost of the material

furnished by Allen and Garcia Company for Company at Reliance, Wyoming, except as follows:

Capacity - 500 T. P. H.

Dump House - Redesigned as per The U. P. Coal Company's Drawing Sheet No. 4 (except to be opposite hand.)

Belt Conveyor Gallery - Redesigned as per The U. P. Coal Company's Drawing Sheet No. 4.

Tipple - As per Allen and Garcia Company Drawing PD-3, Job 1277:

- (a) Shaking picking tables to have intermediate gate to two compartment conveyor instead of two separate conveyors.
- (b) Omit crusher.

(c) Omit crushed coal conveyor.

- (d) Mixing conveyor to be 42-inches wide and have two compartments.
- (e) Notor sizes in keeping with capacity of 500 T. P. H.

### ROTARY DUMP STATION FOR MINE CARS

1 - Loaded mine car feeder to be duplicate of Reliance installation.

AO' O' of car haul chain.

- 1 5-7/16" diameter drive shaft complete.
- 1 4-15/16" diameter take-up shaft complete. 1 - 83 T., 2 D.F., 4-1/2" F., 41-1/2" P.D., cut steel gear.
- 1 16 T., 2 D.P., 4-3/4" F., 8.0 P.D. cut steel pinion.

1 - Shear pin hub.

- 2 Type F-30 mine car draft gears.
- 1 #150-D.H. Herringbone reducer style #2, 28.7 to 1 ratio, complete with G.I. base plate and outboard bearing.

1 - #2-1/2 AA coupling.

1 - 25 H.P. 1160 RPM open type motor, no base or pulley.

1 - Reversing combination starter and switch (dust-tight air breaker with push buttons.) Note: Furchaser has above unit complete on hand in good condition, except motor, starter, reducer and structural guides for chain. All as listed above. 1 - Mapty mine car trip maker to handle one car, approximately 50' O' centers; driven by 10 H.F., 1160 RPM motor. Note: This unit is a duplicate of Reliance, except centers and motor. 106 linear feet of car haul chain. 1 - 3-15/16" drive shaft complete. 1 - 3-15/16" take-up shaft complete. 2 - Type F-30 mine car draft gears. 1 - 78 T., 3 B.P., 3" F., 26" P.D., G.S. cut spur gear. 1 - 18 T., 3 D.P., 3-1/4" F., 6" P.D., C.S. cut spur pinion. 1 - #18 double spur gear reducer 33.1 to 1 ratio, 1160 RPM, input speed with C.I. base plate and outboard bearing. 1 - #1-3/4" AA coupling. 1 - 10 H.P., 1160 RPM open type, ball bearing, high torque starting squirrel cage motor; no base or pulley. 1 - Combination starter and switch, dust-tight air breaker, push button. 1 - Mine car rotary dump complete. Note: Furchaser has this unit on hand and in good condition. Contractor to dismentle, transfer and erect same at new site. Services of a factory representative for final adjustments is not included. 1 - Mine car platform scale. Note: Purchaser has this unit on hand and in good condition. Contractor to diamentle, transfer and creet same at new site. Services of a factory representative for final adjustments is not included. 1 - 72" reciprocating feeder 500 TPH of run-of-mine coal, 6" stroke; driven by 10 H.P., 1160 RPM motor. Hote: Duplicate of Reliance except width. 1 - 3-7/16" eccentric shaft complete. 1 - 2-15/16" countershaft complete. 1 - Set of cut steel gears 100 T., 3 D.P., 33.3 P.D., 30 Face, and 18 T., 3 D.P. steel pinion. - 10 -

1 - Connecting rod complete with eccentric strap, wrist pin and connecting bracket. 2 - 3-7/16" diameter roller shafts, with 10" rollers complete. 1 - V-belt drive 7" diameter and 38" P.D. sheaves; 4 - B-158 ropes 41.60 centers. 1 - 10 H.P. 1160 RPM, totally enclosed fan-cooled notor with base, ball bearing. 1 - Combination starter and switch, dust-tight air breaker, push button. 1 - 30" x 72" double roll coal breaker with 48" diameter V-belt sheave, adjustable from minus 6" to 18" cubes. 1 - V-bolt drive, 13.4" sheave, 5-D-210 ropes. 1 - 50 H.P. 860 RPM, totally enclosed fan-cooled motor, with rails, ball bearings, high torque. 1 - Combination starter and switch, dust-tight air breaker, push button. 1 - 48" belt conveyor 156' 0" centers on an up incline of approximately 16 degrees 50 min.; capacity 500 TPH, of minus 18" R.O.M. coal, speed 310 FFM, driven by 40 H.P. 860 RPM motor. 1 - 36" x 50" magnetic pulley complete. 1 - H.G. set with 7-1/2 H.P., 1160 RFM motor. 1 - Set of gears 83 T., and 15 T., 2 D.P. cut steel. 1 - 12º differential band brake backstop. 1 - 3-7/16" counterphaft, complete. 2 - 2-7/16" snub shafts - 16" diameter pulley. 2 - 3-7/16" bend shafts - 24" diameter pulley. 1 - 3-15/16" automatic take-up shaft, 30" dia. pulley. 1 - 3-15/16" tail shaft - 30" diameter pulley. 36 - 48" anti-friction carrier rolls. 6 - 46" enti-friction rubber disc covered carrier rolls. 16 - 48" anti-friction return rolls, 6" diameter. 340 - Linear feet of 48", 6-ply, 42 oz., 3/16" top and 1/16" bottom rubber covered conveyor belting, with breaker strip on top cover, Latex compound friction 65% between cover and breaker, 30% between carcase and breaker, 20-24/ friction between plies. Skim coat friction between each ply, also inhibitor for protection from mildew between plies. Bottom cover friction 21/ between careass and cover. Cover stock to have tensile strength of 3500-4000# per square inch. 1 - Belt wiper. 1 - V-belt drive 9.2 and 44.0" P.D., 9-C-198 ropes. 1 - 40 H.F., 860 RFM motor, totally enclosed, fan-cooled, with rails, ball bearings, high torque. 1 - Combination starter and switch, dust-tight air breaker, push button. - 11 -

## STRUCTURAL ESTIMATE FOR DUMP HOUSE

### FOUNDATIONS, ETC.:

Reckfill -	790 cubic yards 162 cubic yards
Mass reinforced concrete -	450 cubic yards
Reinforced concrete floors -	3500 square feet
Anchor bolts -	1600 pounds

## STRUCTURAL STREEL - 70 TONS:

Building	steel -	51 tons
	frames, etc	19 tons

## CORRUGATED COVERING:

Roofing - #22 gauge	60 sqs.
Siding - #24 gauge	46 sqs.
Ridge roll- #22 gauge	120 ft.
Flashing - #22 gauge	188 ft.
Fasteners -	500 lbs.

## STEEL SASH - STANDARD:

19 - 52160 complete with glass and hardware, sash to be glased with obscure wire glass except at necessary points of observation which are to be glased with clear wire glass.

## DOORS AND FRAMES:

1 - Metal door complete with hardware.

### LUIBER:

Floors and nailers -	2200	B. F.
Bolts and mails -	220	lbs.
Paint (field)	30	gals.

No mine car tracks and ties included in proposal.

MACHINERY FOR COMPLETE 5-TRACK TYPPLE 1 - Set of 8' 0" wide shaker screens, 100 RPM, at 6" stroke, driven by 25 H.P., 720 RFM motor, double wound rotor, high starting torque, low current type. Note: Duplicate of Reliance screens. 1 - Item of platework for screen, complete with perforated plates. 4 - Sets of pendulum hangers. 1 - #5 standard screen drive, complete. 1 - V-belt drive, 72" diameter flywheel, 1800# rim wt., driven sheave; 10.5" P.D. motor sheave; 9-0-277 ropes, 63.5" centers. 1 - 25 H.P. 720 RFM totally enclosed fan-cooled ball bearing high torque motor with rails. 1 - Combination starter and switch, dust-tight air breaker, push button. 4 - Shaking picking tables and slack pan 100 NPM, 6" stroke, driven by one 25 H.P. 690 RFM motor. 1 - 3-15/16" x 50'0" lg. shaft complete with bearings, 1 - V-bolt drive 64" F.D., 1800/ rin weight, 9.2" P.D. 1 - 25 H.P. 690 RPM motor, totally enclosed, fan-cooled, 1 - Combination starter and switch, dust-tight air breaker, push button. 40 - Ashboard stands. Note: Pans to be full width entire length and to be equipped with plows for diverting to either side of two compartment mixing conveyor. 3 - 48" loading booms 18'0" horizontal and 30'0" hinged conters, speed 100 FPM, driven by 7-1/2 H.P., 1160 RPM motor, each. 3 - 2-15/16" diameter hd. shaft complete. 3 - 2-7/16" diameter hinge shafts complete. 3 - 2-7/16" diameter take-up shafts complete. 3 - Sets of spur gears, 66 T., 33 T., 3 D.P. cut steel. 306 - Linear feet of 48" apron conveyor B.B. pans 3/16" thick, 9" pitch, STR. chain. 3 - 120-Mi Herringbone reducers with base. 3 - #1-3/4 AA couplings. 3 - 7-1/2 H.P. 1160 RPM, totally enclosed, fan-cooled, ball bearing, high torque motors. 3 - Combination starters and switches, dust-tight air breaker, push buttons. - 13 -

3 - Bails, counterweights, sheaves, cable, etc., for complete rigging from boom hoist. 3 - Boom hoists complete with 2 H.F., 1160 RPM motors and brakes. 1 - Item of rigging for chutes from picking tables to leading booms - 4 sets required. 3 - Car changing chutes on nut, egg and lump booms. 1 - 24" refuse and house coal conveyor, 115'0" centers, speed 53 FFM, driven by 10 H.P. 1160 RPM motor. 1 - 2-15/16" diameter head shaft complete. 1 - Set of gears 60 R and 18 T., 3 D.P., cut steel. 1 - 2-15/16" take-up shaft complete. 234 - Linear feet of 24" x 3-1/2 x 1/2 bar flight conveyor mounted on two strands of #678 rivetless chain; flights spaced 3'0" centers. 1 - #18 double type spur gear reducer with C.I. base and outboard bearing, style 3 - 24 to 1 ratio. 1 - //1-3/4 AA coupling. 1 - 10 H.P., 1160 RFM totally enclosed fan-cooled motor, ball bearing, high torque. 1 - Combination starter and switch, dust tight air breaker, push button. 1 - 48" two compartment flight mixing conveyor, approximately 75' O" centers, capacity 500 T.P.H., trough on bottom run only; driven by 25 H.P. 1160 RPM motor. 1 - 4-7/16" head shaft, complete. 1 - 3-7/16" take-up shaft, complete. 1 - Set of cut steel spur gears 83 T. and 22 T., 2 D.F. 159 - Linear feet of 42" x 10" x 1/4" flight conveyor having 2-1/2 x 2-1/2 x 1/4" angle stiffeners and slot in center for two compartment flights, spaced 3'0" centers on #678 rivetless chain. 1 - 150-DH reducer 17.7 to 1 ratio, base plate and outboard bearing. 1 - #2-1/2 AA coupling. 1 - 25 H.P. 1160 RPM motor, totally enclosed, fan-cooled. 1 - Combination starter and switch, dust-tight air breaker, push button. 1 - Item of miscellaneous rack and pinion gates, complete with operating mechanism. 1 - 36" wide plate feeder to box car lead, 60 RPM, driven by 1 - 5 H.P. 1160 RPM motor feeder drive and 1 - 5 H.P. 1160 RFM motor for moving in and out of car. - 1h -