

whose decision shall be final and conclusive upon the parties hereto as to such question of fact. In the meantime the contractor shall diligently proceed with performance.

Article 12. Definitions.—(a) The term "head of department" as used herein shall mean the head of the executive department or independent establishment involved or his assistant.

(b) The term "contracting officer" as used herein shall include his duly appointed successor or his duly authorized representative.

Article 13. Alterations.—The following changes were made in this contract before it was signed by the parties hereto:

Article 3. Extras.—Except as otherwise herein provided, no charge for extras will be allowed unless the same have been ordered in writing by the contracting officer and the price stated in such order, original copy of writing to be attached to original contract.

Article 4. Inspection.—(a) All material and workmanship shall be subject to inspection and test at all times and places and when practicable during manufacture. The Territory shall have the right to reject articles which contain defective material or workmanship. Rejected articles shall be removed by and at the expense of the contractor promptly after notification of rejection.

(b) If inspection and test, whether preliminary or final, is made on the premises of the contractor or sub-contractor, the contractor shall furnish without additional charge, all reasonable facilities and assistance for the safe and convenient inspections and tests required by the inspectors in the performance of their duty. All inspections and tests by the Territory shall be performed in such a manner as not to unduly delay the work. Specifications and performance tests shall be as described in the specifications. The Territory reserves the right to change material and performance tests and test when articles are not ready for inspection.

(c) Final inspection and acceptance of materials and finished articles will be made after delivery. If final inspection is made at a point other than the premises of the contractor or sub-contractor, it shall be at the expense of the Territory, except for the value of samples and of such material as may be required for final inspection and acceptance of materials or workmanship.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above

written.

Witnesses: J. W. Josselyn THE TERRITORY OF ALASKA,
J. Martinson By John A. Dorse
(Name in full)

TERRITORIAL HIGHWAY ENGINEER
(Official Title)

Two witnesses: _____ } Contractors
(Name in full) (Name in full)
_____ }
(Name in full) (Name in full)

(Business address)

I, _____, certify that I am the
(Name in full)
Secretary of the corporation named as contractor herein; that

who signed this contract on behalf of the contractor, was then

of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(Name in full) [Corporate Seal]

Article 2. Changes.—Where the supplies to be furnished are to be specially manufactured in accordance with Territorial drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications. Changes as to shipment and packing of all supplies may also be made as above provided. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly, and original copy thereof attached to original contract. No change involving an estimated increase or decrease of more than Five Hundred Dollars shall be ordered unless approved in writing by the head of the department. Any claim for adjustment under this article must be asserted within ten days from the date the change is ordered unless the contracting officer shall for proper cause extend such time, and if the parties can not agree upon the adjustment the dispute shall be determined as provided in Article 11 hereof. But nothing provided in this article shall excuse the contractor from proceeding with the contract as changed.

Article 3. Extras.—Except as otherwise herein provided, no charge for extras will be allowed unless the same have been ordered in writing by the contracting officer and the price stated in such order, original copy of writing to be attached to original contract.

Article 4. Inspection.—(a) All material and workmanship shall be subject to inspection and test at all times and places and, when practicable, during manufacture. The Territory shall have the right to reject articles which contain defective material or workmanship. Rejected articles shall be removed by and at the expense of the contractor promptly after notification of rejection.

(b) If inspection and test, whether preliminary or final, is made on the premises of the contractor or subcontractor, the contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient inspections and tests required by the inspectors in the performance of their duty. All inspections and tests by the Territory shall be performed in such a manner as not to unduly delay the work. Special and performance tests shall be as described in the specifications. The Territory reserves the right to charge to the contractor any additional cost of inspection and test when articles are not ready at the time inspection is requested by the contractor.

(c) Final inspection and acceptance of materials and finished articles will be made after delivery, unless otherwise stated. If final inspection is made at a point other than the premises of the contractor or a subcontractor, it shall be at the expense of the Territory except for the value of samples used in case of rejection. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Territory for such materials or supplies as are not in accordance with the specifications. In the event public necessity requires the use of materials or supplies not conforming to the specifications, payment therefor shall be made at a proper reduction in price.

Article 5. Delays—Damages.—If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Territory may terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event, the Territory may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials and supplies by contract or otherwise, and the contractor and his sureties shall be liable to the Territory for any excess cost occasioned the Territory thereby; **Provided** That the contractor shall not be charged with any excess cost occasioned the Territory by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God or of the public enemy, acts of the Territory, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but not including delays caused by subcontractors; **Provided further**, That the contractor shall within ten days from the beginning of any such delay notify the contracting officer in writing of the causes of delay, who shall ascertain the facts and extent of delay, and his findings of facts thereon shall be final and conclusive on the parties hereto, subject only to appeal within thirty days by the contractor to the head of the department concerned, whose decision on such appeal as to the facts of delay shall be final and conclusive on the parties hereto.

Article 6. Responsibility for supplies tendered.—The contractor shall be responsible for the articles or materials covered by this contract until they are delivered at the designated point, but the contractor shall bear risk on rejected articles or materials after notice of rejection. Where final inspection is at point of origin but delivery by contractor is at some other point, the contractor's responsibility shall continue until delivery is accomplished.

Article 7. Increase or decrease.—Unless otherwise specified, any variation in the quantities herein called for, not exceeding 10 per cent, will be accepted as a compliance with the contract, when caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and payments shall be adjusted accordingly.

Article 8. Payments.—The contractor shall be paid, upon the submission of properly certified vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Territory when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 per cent of the total amount of the contract.

CONTRACT FOR SUPPLIES

Standard Form No. 3
Approved by the Auditor
Nov. 1, 1918

THIS CONTRACT, entered into this **23rd.** day of **July**, 19**17**,
by the TERRITORY OF ALASKA, hereinafter called the Territory, represented by the contracting officer execut-
ing this contract, and

a corporation organized and existing under the laws of the Territory of
a partnership consisting of

an individual trading as

E. E. Brown
(Name in full)

of the city of _____, in the Territory of Alaska, hereinafter called the con-
tractor, witnesseth that the parties hereto do mutually agree as follows:

Article 1. Scope of this contract.—The contractor shall furnish and deliver ~~xxx~~ perform labor as follows:
(See Direction No. 3)

**Clearing 8.25 acres of right of way and disposing of timber
Obtaining and placing 1,136 lineal feet of corduroy
Furnish material and erect 18 foot span across Moose Creek
Furnish material and erect 50 foot span across Goldstream
Furnish caterpillar with bulldozer with driver, gas oil and other
requisites for not more than 183 1/3 hours of actual operating
time in grading and stripping at not more than \$6.00 per hour.**

The contracting officer agrees to approve the voucher for
payment upon the certification upon the face of the same by the
Superintendent of the Alaska Road Commission that the workmanship
and materials are satisfactory and that the work has been
completed.

for the consideration stated

in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof and
designated as follows:

**That the clearing and corduroying shall be done on
the alignment designated by the Alaska Road Commission and that
the location of the bridges and the crossing of the Alaska Railroad
shall be designated by the Alaska Road Commission.**

NOTE:—To be made in triplicate. ORIGINAL for Auditor's Office.

Standard Form No. 2
Approved by the Auditor
Nov. 1, 1929.

Contract No.

Date

July 23, 1937

STANDARD TERRITORIAL FORM OF CONTRACT

(SUPPLIES)

a corporation organized and existing under the laws of the Territory of Alaska and existing under the laws of the State of Alaska

an individual trading as

in the Territory of Alaska, hereinafter called the contractor,

Territorial Highway Engineer

(Territorial Office)

Article I. Scope of this contract.—The contractor shall furnish and deliver the supplies and labor as follows:

E. E. Drouin

(Contractor) (Name in full)

Contract for **Lower Goldstream Road** Amount, \$ **2,952.00**

Place **Fairbanks, Alaska**

Clearing 5.26 acres right of way	\$250.00
Laying 1,136 lineal feet of corduroy	397.00
Furnishing materials and construction of 18 foot span	230.00
Furnishing materials and construction of 50 foot span	975.00
Furnishing the use of caterpillar and bulldozer with driver together with gas, oil and other costs for not more than 183 1/3 hours or until the grading is completed	1,100.00
	<u>\$2,952.00</u>

The alignment and construction shall be done on the alignment designated by the Alaska Road Commission and the location of the bridges and the crossing of the Alaska Railroad shall be designated by the Alaska Road Commission.

AFFIDAVIT FOR TRAVELING EXPENSES

(This oath is only required when disbursements have been made for traveling expenses.)

TERRITORY OF ALASKA.

I, the undersigned, holding the office of _____, having herewith presented my account for expenses for the period ending _____ accompanied by vouchers, numbered _____ to _____, inclusive, amounting to the sum of \$_____, do hereby having been first duly sworn depose and say: That the foregoing account is just and true as therein stated; that no payment has been received by me on account thereof; that no rebate of any character, kind or description has been made to me by any person or persons furnishing any of said railroad or steamship transportation, horse hire or subsistence; that the expenses charged were actually and necessarily incurred and paid by me in lawful money, and that each voucher herewith accompanying said account was actually written out and duly signed by the person whose signature thereon appears at the time of the payment of said money and before the delivery of the same to me, and the amount thereon was mutually understood.

Subscribed and sworn to before me this _____ day of _____, A. D., 19_____

(Title of office) _____

DUPLICATE

VOUCHER

TERRITORY OF ALASKA

Warrant No.

Amount, \$

Mailed

To

Account of Appropriation for

Claim No.

FILED, AUDITED AND ALLOWED

INSTRUCTIONS—READ AND FOLLOW

Be careful to sign as payee, and certify.
Dates, whenever possible, should be shown on voucher.
Use affidavit when swearing to traveling expense accounts.
Warrants will be sent by ordinary mail, at risk of payee—or will be registered if full postage is enclosed with request to register.
Make out your claim on this sheet alone whenever possible in order to avoid cumbering the files with useless papers.

TERRITORY OF ALASKA

Warrant No.

To **E. E. Drouin**, Dr.

Date Presented

19 **37** Postoffice Address **Fairbanks, Alaska**

Date Warrant Issued

DUPLICATE

Date of claim here

Payment in full on account of contract dated July 23

I hereby certify that the terms of the contract on the lower Goldstream road have been complied with and that the workmanship and materials have been found satisfactory.

Supt. Alaska Road Commission

Total

TERRITORY OF ALASKA

This Space for Approving Office Only

I, the undersigned, hereby certify that the material furnished or service rendered, as charged, in the foregoing bill, is a true and correct charge against the Territory of Alaska; that no part of the same has been paid and that I am authorized to sign for the payee.

Date Received

SIGN HERE

Date Approved

For (Corporation or Firm)

I, the undersigned, do hereby certify to the correctness of the above account, amounting to \$....., chargeable to the appropriation for **ROADS: Construction and maintenance for the period ending March 31, 1939**

Highway Engineer

Affidavit on back to be used for traveling expenses.

See INSTRUCTIONS on back

AFFIDAVIT FOR TRAVELING EXPENSES

(This oath is only required when disbursements have been made for traveling expenses.)

TERRITORY OF ALASKA.

I, the undersigned, holding the office of _____, having herewith presented my account for expenses for the period ending _____ accompanied by vouchers, numbered _____ to _____, inclusive, amounting to the sum of \$ _____, do hereby having been first duly sworn depose and say: That the foregoing account is just and true as therein stated; that no payment has been received by me on account thereof; that no rebate of any character, kind or description has been made to me by any person or persons furnishing any of said railroad or steamship transportation, horse hire or subsistence; that the expenses charged were actually and necessarily incurred and paid by me in lawful money, and that each voucher herewith accompanying said account was actually written out and duly signed by the person whose signature thereon appears at the time of the payment of said money and before the delivery of the same to me, and the amount thereon was mutually understood.

Subscribed and sworn to before me this _____ day of _____, A. D., 19 _____

(Title of office) _____

ORIGINAL

VOUCHER

TERRITORY OF ALASKA

Warrant No. _____

Amount, \$ _____

Mailed _____

To _____

Account of Appropriation for _____

Claim No. _____

FILED, AUDITED AND ALLOWED

INSTRUCTIONS—READ AND FOLLOW
Be careful to sign as payee, and certify.
Dates, whenever possible, should be shown on voucher.
Use affidavit when swearing to traveling expense accounts.
Warrants will be sent by ordinary mail, at risk of payee—or will be registered if full postage is enclosed with request to register.
Make out your claim on this sheet alone whenever possible in order to avoid cumbering the files with useless papers.

TERRITORY OF ALASKA

Warrant No.....

To E. E. Drouin, Dr.

Date Presented

1937 Postoffice Address Fairbanks, Alaska

Date Warrant Issued

ORIGINAL

Date of claim here

Payment in full on account of contract dated July 23

I hereby certify that the terms of the contract on the lower Goldstream road have been complied with and that the workmanship and materials have been found satisfactory.

Supt. Alaska Road Commission

Total

TERRITORY OF ALASKA

This Space for Approving Office Only

I, the undersigned, hereby certify that the material furnished or service rendered, as charged, in the foregoing bill, is a true and correct charge against the Territory of Alaska; that no part of the same has been paid and that I am authorized to sign for the payee.

Date Received

SIGN HERE

Date Approved

For (Corporation or Firm)

I, the undersigned, do hereby certify to the correctness of the above account, amounting to \$....., charge-able to the appropriation for ROADS: Construction and maintenance for the period ending March 31, 1939

Highway Engineer

Affidavit on back to be used for traveling expenses.

See INSTRUCTIONS on back

UNITED STATES
DEPARTMENT OF THE INTERIOR
ALASKA ROAD COMMISSION
JUNEAU, ALASKA

July 23, 1937

Mr. Frank Nash
Superintendent, A. R. C.
Fairbanks, Alaska

Dear Sir:

Mr. Hesse is making a contract with Drouin for a part of the work on the relocation of his road at Gold Stream Crossing. A copy of this contract is enclosed, for your files. In a letter to Mr. Hesse, Drouin agreed to do various items of work for the amounts stated. He plans on using Wigger's RD6, for which Wigger is to obtain a bulldozer. The rate to be charged is \$6 per hour with a limit of \$1100 for tractor rental. It is requested that upon notification by Drouin of the completion of the work you inspect it to see that the work outlined has been accomplished.

There is also enclosed a copy of Territorial voucher made out for Drouin to sign for his final estimate. You will also certify to the proper completion of the work on the face of the voucher.

The matter of tractor rental: It is requested that at the end of the work you obtain from Drouin a certified statement as to the number of tractor hours spent on the work.

You will note that the filling of the approach to the railroad crossing and the covering of the corduroy have been omitted from this contract. It is requested that you arrange to do this work after the work by Drouin is completed. Advise estimated amount of field money required and allotment will be issued. It will also be necessary for you to obtain permission from the railroad for the crossing. Negotiations to this end should be started at once.

Very truly yours,

ADDRESS REPLY TO
ALASKA ROAD COMMISSION

UNITED STATES
DEPARTMENT OF THE INTERIOR
ALASKA ROAD COMMISSION
JUNEAU, ALASKA

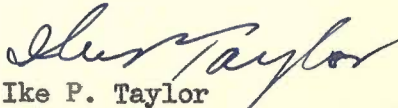
May 1, 1942

Mr. Frank Nash
Superintendent, A. R. C.
Fairbanks, Alaska

Dear Sir:

With reference to your letter of March 28 and Mr. Sterling's reply of April 4 regarding a road for Sellers, I am enclosing a copy of letter from Mr. Hesse to Sellers regarding this.

Very truly yours,


Ike P. Taylor
Chief Engineer

Enc.

DEPARTMENT OF THE INTERIOR
ALASKA ROAD COMMISSION
FAIRBANKS ALASKA

June 3, 1948

Mr. Hugh Jones, Jr.,
Dome, Alaska.
Via The Alaska Railroad.

Dear Sir:

Reference your recent inquiry in regard to proposed work on what has been known as the Drouin Road.

Please be advised that during the coming season, some work will be done on that road. As to what the work will consist of cannot be definitely stated at this time, as there are two plans which must be worked out - one to rehabilitate the present road, second to relocate certain sections of the road between Happy Creek and Sheep Creek.

The least that will be done is the renewal of the bridge across Goldstream and repairs to some of the poorest sections.

Work will be performed at the earliest possible date.

Very truly yours,

FN/d

Frank Nash,
Superintendent