

TO DIRECTOR OF HIGHWAYS
BY CLERK

MEMORANDUM FOR PREPARATION OF CONTRACT FOR INTERSTATE BRIDGE
BETWEEN LEWISTON, IDAHO, AND CLARKSTON WASHINGTON

For the purpose of preparation of a formal contract under the terms of which it is proposed to construct a bridge across the Snake River where the same forms the common boundary of the States of Washington and Idaho, and between the cities of Lewiston, Idaho, and Clarkston, Washington, the following designation of items of agreement, to be included within such contract, is made this 17th day of August, 1937, at Spokane, Washington, by and between the Director of Highways of the State of Idaho and the Director of Highways of the State of Washington, to-wit:

1. Formal contract shall be prepared, executed and approved by the respective authorities of Washington and Idaho, whose functions extend to the subject matter aforesaid; it is agreed that initial preparation of contract shall be made in the office of the Attorney General of Washington, and transmitted in rough draft form for examination and suggestions to the Attorney General of Idaho, and that the concurrence of both such Attorneys General shall be requisite to the final approval thereof.

2. Such contract shall provide for the construction of the bridge aforesaid under the direct and active supervision and control of the Director of Highways of the State of Washington and his agents; provided, however, that the Director of Highways of the State of Idaho shall designate an engineer from his staff to be present during such construction in a supervisory and consulting capacity, without the consent of whom there shall be no deviation from the fixed plans and specifications hereinafter referred to.

3. Plans and specifications for the construction of the bridge aforesaid shall, as a preliminary matter, and as a condition precedent to execution of such contract, be jointly agreed upon and severally approved in writing by the requisite authorities of both Washington and Idaho; such plans and specifications shall be by reference attached to and incorporated in the contract aforesaid as an integral part thereof.

*3 copies
to [unclear]*

Individual cost estimate

4. The cost of construction of the bridge aforesaid shall be equally divided between the State of Washington and the State of Idaho; provided that the contribution of the United States of America to the construction of such bridge shall be computed separately upon the division of outlay as hereinafter provided, in accordance with the percentage allowances fixed by the United States for the individual States participating herein, and shall constitute a reimbursement to the individual State not affecting the equal division of cost.

5. Complete correspondence, estimate, report, modification, disbursement and claim files shall be furnished each of the States, to the end that each State shall have a complete record of the construction of said bridge and all matters incidental thereto.

6. The State of Washington shall see to it that the United States Bureau of Public Roads is supplied with all copies and records required by law or its rules to be filed or deposited with it.

7. The construction of the bridge proper shall constitute a single unit, distinct from the approaches; approach on the Idaho side shall be provided by the State of Idaho, as relates to cost, subject, however, to such participation in expenditure as the State of Idaho may arrange with the City of Lewiston and the United States; the construction ^{cost} of the approach on the Washington side shall be provided by the State of Washington, subject, however, to such participation in expenditure as the State of Washington may arrange with the City of Clarkston and the United States; the whole of the actual construction of both the bridge unit, the Washington approach unit, and the Idaho approach unit, to be included within, and carried out as parts of the construction of such bridge project, under the contract aforesaid, division and distinction to be made in such contract relating thereto exclusively for the purpose of allocation of costs and proper participation by the United States, and to avoid questions of territorial jurisdiction.

8. The contract aforesaid shall recite and be premised upon the joint territorial right of the States of Washington and ^{Idaho} Oregon over the boundary water lying between said States, as well as upon the general laws affording to the highway departments of Washington and Idaho authority in the premises.

9. The contract aforesaid shall specify with certainty, the limits of the obligation and liability of the contractor and the State of Washington and the State of Idaho severally, as respects personal injuries or property damage occurring during the execution of the contract aforesaid.

10. The contract aforesaid shall make provision in conformity with the laws of the States of Washington and ^{Idaho} Oregon covering each of the following: Workmen's Compensation, Social Security Tax, Medical Aid, Contractor's Bonds, taxes of every description having relation to authority to execute public contracts, and shall specify conditions of eligibility to bid upon the said construction if such conditions or limitations are found to exist under the laws of either the State of Washington or the State of Idaho.

11. The contract aforesaid shall contain provision for the removal and disposition of the bridge presently existing at the site of the proposed structure, as a part of the contract for construction of the proposed bridge, and shall recite the previous consent of the State Board of Examiners of the State of Idaho, and the consent of such authorities of the State of Washington, if any, as may be found requisite thereto.

12. All contractor's estimates shall be approved in the first instance by the engineer of the State of Washington in charge of the proposed construction.

13. All contractor's estimates shall be separately stated in distinct ^{instruments} instruments each of equal amount, one representative of the portion of the estimate chargeable against the State of Idaho, and one representative of the portion of the estimate chargeable against the State of Washington, as relates to the bridge unit; and estimates shall be separately made and approved as to the approach units.

14. The State of Idaho shall be required, in such contract, to assume and be responsible for the operation of the moveable span in such bridge, and the lighting of such bridge, provided, however, that the State of Idaho may contract for such lighting and operation with the City of Lewiston, Idaho, and provided further that the State of Washington shall divide equally with the State of Idaho any cost of such operation or lighting which may be borne directly by the State of Idaho.

15. If it be found by the Attorneys General of Idaho and Washington, that the retention percentage to be withheld upon contractor's estimates may be fixed by the Department of Public Works of the State of Idaho at 15% in lieu of the Depart-

15~~5~~, otherwise such contract shall make provision for retention of 15% upon the basis of estimates chargeable against the State of Washington, and 10% upon the basis of estimates chargeable against the State of Idaho.

16. Such contract shall provide for the pledging of the full faith of the States of Washington and Idaho to the execution of such contract.

17. Such contract shall make provision that maintenance of such bridge, when completed, excluding operation and lighting hereinbefore provided for, shall be at the joint expense of the States of Washington and Idaho, the standards of maintenance to be the standards applicable to the highways connecting at the respective Idaho and Washington termini of such bridge.

18. Such contract shall provide that no major changes shall be made in the plans and specifications finally approved and adopted for such bridge, without the express written consent of the officers of the State of Idaho and the State of Washington, and such United States officers as may be requisite to approval of the original plans and specifications under their several laws.

19. Such contract shall provide that the construction of such bridge shall not be approved, nor any liability on the contractor's bond waived by either State individually, and the acceptance of such bridge and the exoneration of the contractor's bond shall be expressly limited to a joint action in writing.

20. The contract aforesaid shall be a joint contract between the States of Idaho and Washington on the one hand, and the contractor on the other, subject to the limitation of direct supervision on behalf of the State of Washington and the State of Idaho as hereinbefore set forth.

21. Publication of notice for bids shall be provided for in such contract in such manner as to comply with the laws of both the State of Idaho and the State of Washington; and provision shall be made in such contract for preparation of specifications in such form and manner as to comply with the laws of both Idaho and Washington; in event of variation between specifications deemed standard in one State and those deemed standard in the other, the more rigid shall control.

22. Such contract shall contain, in addition to the enumeration of particular items herein contained, such provisions for protection of officers, statutory limitations etc., as may be deemed essential by the legal authorities of Washington and Idaho.

23. Such contract shall provide for the letting of bids at Olympia, in the State of Washington, if that be found legally permissible; otherwise, the manner of bid letting, and the place thereof shall be determined by the legal authorities of the separate States, and specified in such contract; provided, however, that provision shall also be made in such contract for availability of copies of specifications, for the convenience of contractors, at at least one place in each State.

Dated at Spokane, Washington, August 17, 1937.

State of Idaho

Represented by

J. H. Starnes
Director of Highways

State of Washington

Represented by

J. L. Davis
Director of Highways

Construction Engineer