

Francis A. Gibbons

and

Francis X. Kelly

CONTRACT FOR LIGHTHOUSES IN THE STATE OF CALIFORNIA

Memorandum of a contract made this 30th day of April in the year 1852, Between Francis a. Gibbons and Francis X. Kelly of the City of Baltimore in the State of Maryland of the first part and Thomas Corwin, Secretary of the Treasury of the United States for and on behalf of the United States of the second part.

Whereas by an Act of Congress approved September 28th 1850 there was appropriated for a lighthouse at Alcatraz Island, for a lighthouse at Point Conception and a fog signal, for a lighthouse at Battery Point entrance of the Bay of San Francisco, for a lighthouse at San Diego, for a lighthouse and fog signal at Monterey, for a lighthouse at Farallones off the harbor of San Francisco and a fog signal, in the State of California, and for the transportation, erection and placing the same the sum of Ninety Thousand Dollars. And by the Act of 3 March 1851 for a lighthouse at Humboldt Harbor in said State of California the sum of Fifteen Thousand Dollars, and by both of said Acts, for a lighthouse and fog signal at Cape Disappointment in the Territory of Oregon appropriations were also made and whereas the said parties of the first part have undertaken and hereby agree and contract to erect the said several lighthouse structures above mentioned at the several points already indicated as to be indicated as the sites thereof by the Officers of the Coast Survey of either brick or stone as they may elect upon the plans and according to the printed specifications hereto attached except that the best quality of lime and sand mortar to be substituted for cement, and in the structure to be erected at Cape Disappointment, the tower to be detached from the keepers dwelling as recommended by the report of LT A. Harrison and the heaviest description tin prepared and painted in the best mode be substituted for slate in the construction of the roofs in the several structures and to finish and complete the same on or before the 1ST day of November 1853.

And the parties of the First part do hereby consent and agree with the parties of the Second part to fit up the lanterns of the said several lighthouses to be erected by them under this agreement in the following manner and according to the several modes herein particularly referred to, That is to say - the lantern of the lighthouse at Farallone Island to show a revolving light of red and white shades, and to be fitted with fourteen of the improved lamps now in use and fourteen best quality sixteen inch parabolic reflectors on each of two sides of the square. Said reflectors to be framed (formed?) upon a die, and placed with said lamps upon an oblong square seven on each side in two tiers in the same manner and in all respects similar to the illuminating apparatus of the Fire Island Lighthouse in New York.

The illuminating apparatus of the lighthouse to be erected at Point Conception to be in all respects similar to that to be erected on Faralones Island above described with the exception that it is to exhibit a revolving white light instead of red and white shades as shown in the Fire Island Light.

The illuminating apparatus of the lanterns of the lighthouses to be erected at San Diego, Monterey, Battery Point and Humboldt Harbor to be fixed and to consist of twelve lamps and twelve sixteen inch parabolic reflectors to be placed and fitted in all respects to that of the Libby Island Light in the State of Maine.

The illuminating apparatus of the lighthouse to be erected on Alcatraz Island to be stationary and to consist of eight sixteen inch parabolic reflectors arranged in all respects in the plan of that in the lighthouse at Stonington in the State of Connecticut.

The illuminating apparatus of the lighthouse to be erected at Cape Disappointment to be a revolving light and to consist of fifteen lamps and fifteen parabolic reflectors similar to the light at Cape May in the State of New Jersey.

And the said party of the first part do further agree to furnish and provide for each of the several lighthouses to be erected under this contract two extra lamps and twenty four screw caps for each lighthouse.- five double tin oil butts to contain ninety gallons each.- a three gallon oil measure. A lantern canister and trivet, a tin wick and tube box, a hand lantern and lamp, two pairs of sissors, two files, six wick formers, a glaziers diamond, a pair of cutting nippers, plyers, wick trimmer, three buffskins and one pound of tripoli powder. These articles to be of the kind and quality as in actual use in the several lighthouses in the United States. The reflectors, lamps and other fixtures and effects to be furnished under this agreement to be of the most approved quality of American manufacture now in use in the several lighthouses in the United States. And it is further understood and agreed that the said parties of the first part are to use the best hydrolic cement in the construction of the several cisterns required by this contract and that each of said lighthouse structures shall be at least 100 feet from the top of the lantern to the water and that they the said parties of the first part will fully complete and fit the same and furnish all the requisites for lighting the same herein before enumerated and deliver over to the said party of the second part or to an authorized agent of the Treasury Department the said several structures when thus completed in a state ready for lighting. The said parties of the first part further agree and stipulate to purchase every article and thing connected with the lighting apparatus of said several lighthouses from the persons who have contracted with the United States to furnish with apparatus for all lighthouses, and to pay therefor the prices stipulated in their said contract with the United States, and it is understood and agreed that the party of the second part is to have the privilege of furnishing any or all of the said lighthouses with the French Lens instead of the apparatus herein before described at the proper cost and charges of the United States, and that in such case the parties of the first part will deduct from the gross sum of this contract the cost of the lighting apparatus herein stipulated to be furnished by them and it is further agreed that the party of the second part may at his option may dispense with the erection of the several fog signals herein before mentioned and that in such an event the cost of them is to be deducted from the gross amount of this contract.

And the said Thomas Corwin Secretary of the Treasury as foresaid for and on behalf of the United States, as aforesaid agrees and stipulates that upon the completion of the said several structures according to the subjoined plans and specifications with the exceptions indicated, and upon the delivery and setting up of the lighting apparatus according to the terms of this agreement, and the inspection and approval thereof by the Collector of the district in which any of said structures may be situated or other authorized agent of the Treasury Department to be appointed by the Secretary of the Treasury, he the said party of the second part will cause to be paid to the said parties of the first part or their assigns, the sum of One hundred and thirty six thousand dollars. And the said party of the second part for and on behalf of the United States, further agrees and stipulates that upon the completion as aforesaid of each or any one or more of said structures according to this agreement, the sum of Fifteen thousand dollars, is to be paid for each of those on the coast of California, and Thirty one thousand dollars for that in Oregon with a reservation of twenty percent on the Oregon lighthouse unless it be the last one completed.

And it is further agreed between the parties to this contract that in consideration of the advances of money to made by the parties of the first part for the illuminating apparatus and other materials for the said several lighthouses to be sent from Atlantic ports, that as soon as the said illuminating apparatus lantern fixtures, fog signals, oil vessels and tin are shipped and insured and the

policy of insurance is signed and delivered accompanied by a duplicate of the bill of lading to the said party of the second part, and upon the execution and deliver of a penal bond in the sum of Seventy five thousand dollars, with security to the satisfaction and approval of the second part conditioned for the faithful execution of this contract on the said parties of the first part, he the said party of the second part will thereupon pay and advance to the said parties of the first part, or to their order, the sum of Thirty five thousand dollars. And the said party of the second part further agrees and stipulates that in case a Revenue Cutter or other public vessel of the United States should be proceeding to the Pacific Coast at about the same time said above named illuminating apparatus lantern fixtures, fog signals, oil vessels and tin, together with the entire woodwork of said several lighthouses except the joists and rafters, are ready for shipment, that the same will be taken on board of said vessel and delivered to the Collector of San Francisco free of charge to the said parties of the first part, and in the event that no such vessel is sent as aforesaid, that then and in that case the said party of the second part will be bound to otherwise transport the said articles by vessel or vessels free of freight to San Francisco, provided the entire weight on the woodwork does not exceed Two thousand five hundred dollars exclusive of the freight on the other articles, and provided further that in case the said articles are transported by the parties of the first part, that the party of the second part will pay therefor upon the production to him of the evidence of such shipment as herein before mentioned, the usual and customary cost of the freight thereof.-

And it is further agreed and stipulated that the said articles so to be shipped as aforesaid, are not to be delivered to the said parties of the first part at San Francisco, but the same are to remain in the possession of the Collector until delivered at the several points where the same are to be used and to which several places the same are to be transported under the authority of said Collector when required by the said parties of the first part in a Revenue Cutter of the United States or other vessel the said parties of the first part being also required therewith in the said Cutter a competent artisan and a sufficient number of workmen to place said apparatus and fixtures without unnecessary delay in the several towers erected for their reception. It is to be understood however that in case the said parties of the first part shall prefer to ship the said illuminating apparatus, lantern fixtures, fog signals, woodwork and other accessories or any part thereof directly to the several points and place the same in the several structures without going to San Francisco that they the said parties of the first part shall have the right and privilege to do so.

It is further understood that the advance payment of Thirty five thousand dollars herein provided for, is to be deducted from the specific payments upon each lighthouse as the same are respectively finished in prorate proportion, that is to say - Three thousand eight hundred and sixty dollars of said advance payment are to be deducted from the price of each of the several lighthouses in California and the sum of Seven thousand nine hundred and eighty dollars from the price of that in Oregon.

And it is further understood and agreed between the parties that no member of Congress is to be admitted to any share, or to any way to participate in the advantages of this contract nor to be directly or indirectly interested therein,

In Testimony whereof the said parties of the first part hereto subscribe their names and affix their seals and the said Thomas Corwin Secretary of the Treasury of the United States for and on behalf of the United States hereto subscribes his name and affixes the seal of the Treasury Department the date first above written,

Signed in duplicate
in presence of
George E. Tingle
L.C. Turner

F. A. GIBBONS
Fran. X. KELLY

Secretary of the Treasury

SPECIFICATIONS

For a lighthouse at
to be erected under the direction of
appointed for the purpose, agreeably to drawings made by Ammie T. Young
architect for the same, and in conformity to these specifications.

Description of building The building is to be thirty eight by twenty feet on the outside. The exterior walls of the house are to be constructed of rubble masonry, of the stone of the country, or of hard brick, and the interior walls and the walls of the tower of hard brick, all laid in the best hydrolic cement mortar. Under the whole house is a cellar six feet deep in the clear, under the flooring joist of entrance story floor.

Walls The cellar exterior walls and the exterior walls of the building, if of stone are to be 16 inches thick. The cellar floor is to be paved with best quality hard paving brick.

Cellar. Doorway to enter cellar from the outside of the building, with steps to go down, a stone curb around it, and bulkhead over it to protect it against storms, etc. There will be two windows, of six lights each, 8 by 10 glass, in the cellar. The walls of the house are to be carried up 9 1/6 feet above top of entrance story floor, when the flooring timbers of the attic flooring will be laid on, then carried up three feet to the plates where it will receive the rafters

Chimneys. Chimneys at each end, one of which to have a fireplace, the other a hearth and flue, with proper funnel pipe for a cooking stove in the entrance story, one fire-place in the attic chamber, and a funnel, and a funnel pipe for a stove in the other.

Entrance story. The entrance story is divided into two rooms, with an entrance vestibule, stairway, etc., of eight feet between them. The stairs lead from the entrance vestibule to the attic and lantern, and under them are the stairs leading from the kitchen to the cellar. The space back of the stairway is divided into two closets, one opening to each room, and to be finished with shelves and other necessary conveniences.

Attic story. The attic is divided into two chambers, with the tower and stairway between them. In front of the stairway is a closet opening into it, and in rear are two recesses, one opening into each chamber.

Timber. The lower flooring joints are to be 3 by 8 inches, 15 inches apart, and doubled as trimmers, and as trimming joist at the side of the hearth and other openings, the attic flooring to be the same. The ridge of the roof to receive the upper end of the rafters, is to be a truss of 7 by 7 inches timber, of sufficient depth and strength to support the roof, and on one side to support the fog bell, to be placed there at the side of the tower.

Roof. The roof is to be rectangular, and have one third pitch, the rafters are to be 3 by 6 inches, and to be two feet apart, resting on the plates and ridge, crossed with good seasoned inch boards, milled and matched, and well nailed on. It is to be covered with the best quality of Ladies slates laid one third of an inch less than one third of their length to the weather, nailed on and secured to the boarding by the best copper, or composition nails, for the purpose.

Light Tower. In the center of the building is to be a circular tower, eight feet in diameter on the inside, built on a proper foundation, 20 inches wide and two feet deep below cellar floor, and up to three feet above the ridge of the house, and there receive a stone coping of one foot rise and ten inches projection, of proper width. Its walls are to be one foot thick and connected with the outer walls by brick partition walls eight inches thick. In the walls will be proper opening for the doorways, etc. and for one window in front above the roof of six lights, 9 by 12 inches. The openings will have to be secured by arches turned over them, and extra security given to the walls by insertion of nail plate in the joints of the masonry at proper

intervals and places.

Deck. The upper end of the tower, forming a deck for the lantern to rest upon, is to be arched over, leaving a proper sized opening for a scuttle to enter the lantern. The arch is to be a domical arch of twenty inches rise, its thrust to be counteracted by an iron ~~hoop~~ bar hoop ~~1 1/4~~ 1 3/4 inches square, let into the brick work at the proper height. The arch is to be 8 inches thick at the crown and the deck is to have a pitch of 6 inches from the center down to the front edge of the coping or cornice of the tower. The deck is to be covered with 20 oz. copper sheathing laid down on a proper surface prepared by covering the brick work with boarding 1 1/2 inch thick, nailed into timbers let into the brick work of the tower and secured to it, this boarding to be covered with sheathing paper, thoroughly saturated with and laid down in tar. On this the copper sheathing is to be secured in a secure manner with copper, or composition, nails, and also to the front edge of the coping in the most efficient manner. The scuttle door to be covered with copper sheathing and to be made tight and secure.

Leadwork. The tower and chimneys will be collared with lead and properly secured with lead or zinc flashings.

Windows. There will be three windows in each room of the entrance story, and one in each of the chambers, 12 lights each of 9 by 12 inch cylinder glass.

Doors. The outside door in front will be 3 feet 4 inches by 7 feet 4 inches, 1 1/2 inches thick, four panels and two frieze lights, the outside door of porch 2 feet six inches by 7 feet, 1 1/2 inches thick, four panels. In the attic story are two doors, 2 feet six inches by 6 feet 6 inches, 1 inch thick, four panels, In the entrance story are five inside doors, two feet eight inches by 7 feet, 1 1/2 inches thick, four panels. In the attic story one to closet, two feet 4 inches wide and as high as the roof will admit. On the front door will be a lock and on all the doors, good hinges, lathes, bolts and fastenings.

Plastering. The stairway and cross walls above the cellar are to be plastered on the walls; all the rest of the walls above the cellar, ~~crossed~~ together with the ~~p~~ porch, is to be ~~crossed~~ furred, lathed, and plastered in a decent manner.

Floors. All the floors are to be laid double, the upper one of southern pine.

Stairs. of southern pine are to be constructed from the entrance to the lantern, and from the kitchen to the cellar, in a proper manner.

Stone steps. There are to be stone steps to the front door, also to the outside door of the porch.

Porch. Attached to the back of the house ~~is~~ is a frame porch 12 by 10 feet with a lean to roof boarded and slated. The floor is eight inches below floor of entrance story, and the room 7 feet high. There is to be one window, twelve lights, 8 by 10 glass. It is to have a proper sink, shelves, etc.

Gutters. There are to be gutters to all the eaves, with trunks to lead the water into the cisterns.

Painting. All the wood work of the house, except the floors, to be painted - three coats best quality of paint, floors and stairs oiled with linseed oil.

Lantern. On the roof of the tower is to be a wrought iron lantern, sufficient in height and diameter to contain six lights in each octagon 16 by 24 inches and two copper panes 12 by 16 inches. In four of the copper panes ventilators are to be ~~crossed~~ constructed to admit the air when required and to keep out the water. There are to be lantern ports 1 1/2 inch square to run down through the deck and arch and to be tightly secured by bolts to the inside of the tower. To these are to be secured, in a proper manner, the iron sash with rebates 3/4 inch in depth. A door 2 by 4 feet is to be made on one side of the octagon, and which is to be glazed and partially covered with copper, if required, and made to shut tight into rebates, having two string turn buttons and handle.

Dome. The top of the lantern is a dome formed by 16 rafters of iron, concentrating into an iron hoop 12 inches in diameter, 5 inches wide and 1/2 inch thick at top, and at bottom secured to top rail of lantern or the sashes which is 3 inches wide and forms a favorable termination to it. On the top of this dome is a traversing ventilator and vane, covered with copper; ventilator, 15 inches in diameter

20 inches high, vane 30 inches long, 12 inches wide. Around the lantern are to be eight iron railing posts, $1\frac{1}{8}$ inches square standing off 22 inches from the outside of the post of the lantern, the bottom end to be fastened securely to the deck, and at the top secured to the post of the lantern. Two railing $\frac{3}{4}$ inch round iron, are to go quite around through these posts. Across the base of the dome is to be an iron bar one inch square, rivited to the upper bar of the sash.

Glass The lantern to be glazed with the best made French, Paris plate glass, $\frac{1}{4}$ of an inch thick, no pane less than $\frac{3}{16}$ th of an inch thick to be allowed to be put in. On one side of the tower is to be a good fog bell, with it's proper fixtures complete. Bell to weigh 700 pounds and to be of as shape a tone as possible. The lantern to be painted three coats of black outside and white inside.

Electrical rod A copper electrical rod, $\frac{5}{8}$ th of an inch diameter, is to be run up two feet above the vane, and from thence down to and two feet into the ground.

Outhouse To construct an outhouse 5 by 4 feet the walls to be inch boards, milled, joined and matched, the roof boarded and shingled. The inside finished with proper seats, door, etc.

Cisterne A brick cisterne is to be constructed in the celler, to hold 1,000 gallons, the walls and bottom of which are to be one foot thick, laid in cement mortar of the best quality, and plastered on the inside with the same and finished with proper pump and pipes leading to the sink. The whole to be done in good workman like manner, of best materials, and in every particular to the satisfaction and approval of the commissioner appointed to build the same, or any person he may appoint for that purpose.

Memorandum of a certain contract dated 30th day of April 1852 Between Francis A. Gibbons and Francis X. Kelly of the City of Baltimore of the first part and Thomas Corwin, Secretary of the Treasury of the United States for and on behalf of the United States of the second part, vise(?)

The said Gibbons and KELLY agree that they have received notice from the Secretary of the Treasury that the said Secretary of the Treasury will introduce the French Lens and Mssrs. Gibbons and Kelly admit the right of the Secretary to do so.

The said Gibbons and Kelly hereby yield their right under the contract hereby modified to furnish the ~~lens~~ lanterns, and consequently theirs to be reimbursed the costs for the transportation thereof from the Atlantic Coast to San Francisco.

. The said party of the second part hereby agrees to deliver as needed and in time for use the said lanterns and lens at the several places needed and required

. The second party further agrees that the towers for the said lights shall have been regarded as finished when the coping shall have been laid. And their summits duly protected from the weather and all the interior work beneath it finished according to ~~the~~ contract.

It is also agreed that unless said lens and lanterns shall be delivered by said second party at the locality needed in a Revenue Cutter or other Government vessel, then and in such event the first party shall have the right of transporting such lens and lanterns from San Francisco to the locality desired, and for such transportation shall be paid the customary freight thereon. This is in no wise to alter the original contract in regards to the transportation of other materials. It is further agreed that the cost of the lanterns originally specified in this contract to said first party is to be deducted from the gross amount to be paid by the government for erecting said lighthouses which deduction shall be made pro rata on each structure.

By the cost of lanterns is understood to be intended the cost at which they would be furnished by respectable and responsible parties properly made and furnished according to the ~~original contract~~ terms of the original contract

The Government hereby elects to dispense with the fog bells, the cost of which is to be deducted as aforesaid.

In Testimony where the parties hereto sign and seal as in the original contract this 21ST day of May 1852.

Signatures

Memorandum of modifications of a contract dated 30 April 1852 between Francis A. Gibbons and Francis X. Kelly of the City of Baltimore of the first part and Wm. L. Hodge Acting Secretary of the Treasury of the United States for and on behalf of the United States of the second part.

It is agreed that the detached tower for the light at Cape Disappointment, Oregon shall be enlarged so as to measure twenty feet at the base and twelve feet at the top exterior measurement, and the wall three feet thick at the base and two at the top, to be built of brick or stone of good material in the manner specified in the original contract, with stone window and doorways and double doors.

It is further agreed for the foregoing additions the said party of the second part will pay to the said Gibbons & Kelly, the sum of seven thousand, five hundred dollars, in addition to the original contract price for this lighthouse.

It is further agreed between the parties that if the Treasury Department or its agents under its authority wishes the walls of any of the lighthouse towers in California increased in thickness it shall have ~~the~~ the privilege of so doing by paying to the said Gibbons and Kelly the sum of one hundred dollars for each 1,000 brick laid in such increase without other extra charge therefor of any kind.

Signatures

The deductions for the cost of lanterns, lighting apparatus and fog signals agreed upon by and between Francis A. Gibbons & Francis X. Kelly of the first part and the United States by and through the Secretary of the Treasury of the second part, stipulated for by the terms of a certain memorandum of modifications of a contract now substituting for the erection of seven lighthouses in California and one in Oregon, said contract bearing date 30 April 1852, are hereby agreed upon by said parties as follows, viz.

From the contract price of the lighthouse to be built at Alcatraz Island \$882.74
From that at Point Conception, \$1,212.74. From that at Battery Point \$1,002.74,
From that at San Diego \$1,002.74. From that at Monterey \$1,002.74, From that
at Faralones Island \$1,212.74, From that at Humboldt Harbor \$1,002.74, From that
at Cape Disappointment Oregon \$1,212.74.

It is further agreed between ~~the~~ the parties as explanatory of the last clause in the memorandum of modification, bearing date the 5th of August 1852 that in case any of the lighthouses contracted to be built by the said parties shall be built of stone that in such case and in the event of an increase of the thickness in the walls being directed that such increase shall be estimated as brick and paid for according to the terms of said last clause of the modifications herein referred to.

In witness where of the parties subscribe their names hereto this 7th
day of December 1852.

Thos. Cowwin, SecTreas.

Gibbons
Kelly