## November 5, 1937

Minutes of the Two Hundred Forty-first Special Meeting of the State Highway Commission, held in the State Highway Building, with the following Members being present:

| Robert Lee Bobbitt | Chairman |
| :--- | :--- |
| John Wood | Member |
| Harry Hines | Member |
| Julian Montgomery | State Highway Engineer |

 ordered by the Commission that Hannah \& Hall, Contractors, be paid the amount of $\$ 706.56$, in settlement of their claim for additional blading hours.

This amount being allowed not on the item of blading hours, but as additional compensation on processing the rock in the top, or special course.

## A.F.E. 37-451

14327

In Dallas County, it apparently being the mutual desire of the City of Dallas and the County of Dallas to provide for the construction of a joint project locally know as the Northwest Highway No. 114 connection over Turney Street into downtown Dallas, the following action is hereby taken:
(1) The State Highway Department agrees to recommend approval to the Federal Government the construction of grade separations with the M.K.\& T. and St.L.S.W. Railroad Companies, including approaches to extend between and a distance of $1500^{\prime}$ beyond the proposed grade separation structures on each side, measured from the outside railroad rail alone the center line of the proposed highway improvement. This work is
to be financed, if approved, with accruals from the 1936 Works Program of Grade Crossine Projects and without cost to the City of Dallas and the County of Dallas except as expressly hereinafter provided.
(2) The City of Dallas agrees to provide in accordance with plans and specifications approved by the State Highway Engineer and without cost to the State Highway Department approximately 2800 ' of grading, drainage structures, pavement, sidewalks and all other desired, pertinent items of construction extending from the city limits to a connection with present paved street with exception of the work to be done by the State Highway Department as provided under section one hereinbefore described.
(3) The County of Dallas agrees to provide in accordance with plans and specifications approved by the State Highway Engineer and without cost to the State Highway Department approximately 4.5 miles of grading, drainage struotures, pavement and all other desired, pertinent items of construction extending from the city limits to a connection with the present paved road.
(4) 'The City of Dallas and the County of' Dallas agree to prom vide all rights-of-way on all sections covered herein as required by the State Fighway Department without cost to the State Highway Department.
(5) The City of Dallas and the County of Dallas agree to indemnify the State Highway Department and Railway Companies during and after construction against any and all liability for damage to properties occasioned by or growing out of such construction.
(6) The City of Dallas agrees in advance to maintain that por tion of this project falling within the City limits and outside the right of-way limits for Highway $\mathbb{N}_{0} .114$ in a manner satisfactory to the State Highway Department and the Bureau of Public Roads or their authorized representatives, and to make ample provision for such maintenance from year to year.

The County of Dallas agrees in advance to maintain that portion of this project outside the limits of the City of Dallas in a manner satisfactory to the State Highway Department and the Bureau of Public Roads or their authorized representatives, and to make ample provision for such maintenance from year to year.

The State Highway Department will maintain that portion of the project within the linits of right-of-way for Highway $\mathrm{N}_{\mathrm{O}}$. 114 .

Grade separation structures proper will be maintained by the respective Railroad Companies.
(7) This order of the Commission will not become effective unt appropriate resolutions have been passed by the City of Dallas and the County of Dallas accepting all provisions as herein stated. Surveys will not be started until the City of Dallas and the County of Dallas have submitted evidence satisfactory to the State Highway Engineer showing that they are ready, willing and able to finance the construction, right-of-way, property demage, and survey costs as needed to completely finance their respective shares of all costs as herein required of each and have in escrow the funds needed for survey purposes.
(8) After completion of surveys, an agreement between the City of Dallas, the County of Dallas, and the State $\mathrm{H}_{\mathrm{i}}$ ghway Department shall be written and approved by each party based upon the findines of the surveys and following the general outline of the conditions as set forth herein.
(9) After acceptance of this order by the City of Dallas and the County of Dallas, the State $\mathrm{H}_{i}$ ghway Engineer is directed to submit requests to the Railroad Companies involved, the J. S. Bureau of Public Roads, the Works Frogress Administration and the National Emergency Council providing for the programming of the work prescribed under Section 1 above, at a total estimated cost of $\$ 250,000.00$.

In Dallas County, Minute No. 14213 having ordered the State Highway Engineer to make location surveys and prepare right-of-way deeds for the relocation of Highways 6 and 14 extending from a connection with present Highway 6 north of Dallas along the proposed Central Boulevard to a connection with present Highway 14 south of Dallas, it is hereby ordered that a special appropriation be made in the amount of $\$ 15,000.00$ to cover the cost of this work.

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\text { A.F.E. } 37-453
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Whereas, a certain tract of land in Rock Springs was secured from Edwards County for use as a warehouse site;

Whereas, this tract of land proved to be too small for the use to be made of it; and

Whereas, Edwards County donated this land to the State; and
Whereas, Edwards County has donatod another and larger tract of land for the same purpose, on condition that the original tract be reconveyed to it.

It is, therofore, ordered by the Commission that the Governor be requested to execute a deed conveying the original tract back to Edwards County.

In Fort Bend County, on bids received October 26, 1937 contract for construction of steol railing and sidewalk on San Bernard River Bridgl at East Bernard, on State Highway No. 3, Maintenance Project Control No. 27 Section 6 Job 9 is awarded to W. R. West, Fort Worth, Texas, for $\$ 13,975.04$, which is the lowest and best bid.

In accordance with our newspaper advertisements, bids in the amount of $\$ 40,000$ each vessel for Hull, $\$ 10,000$ each vessel for Hull Disbursements, $\$ 40,000$ each vessel for Frotection and Indemnity and $\$ 60,000$ each vessel for Excess Protection and Indemnity Insurance covering the ferry boats "Galveston" and "Jefferson" were received in the Austin Uffice at 9 A. M., October 28, 1937, and publically opened and read. Bids were received from the Fred M. Burton \& Company, Galveston, Texas; Ellis-Smith and Company, Dallas, Texas; Seinsheimer Insurance Agency, Galveston, Texas; and Alliance Insurance Company, Austin, Texas. The bid of Fred M. Burton \& Company complied in all respects with the specifications and was the low and best bid submitted.

It is therefore ordered by the Commission that the above insurance be awarded to the Fred Mi. Burton \& Company of Galveston, Texas, and that the payment of the premium be made from funds already appropriated for the operation and maintenance of the Galveston-Bolivar Ferry.

In Hall and Briscoo Counties, it is ordered that a highway be designated from liemphis to Silverton and that the section extending from Memphis to the end of the concrete pavement approximately 22 miles west of Memphis be taken over for State maintenance when placed in condition acceptable to the State Highway Engineer. This highway is added to the System of Designated State Highways, with the understanding that funds are not available at this time for the construction of same, and with the further provision that no additional sections thereof are to be taken over for state maintenance until constructed and accepted by the State Highway Engineer.

In Henderson County, on Highway No. 31, N.R.W.R. 228, Section 1, providing for the resectioning of the road between Athens and the Smith County line, cannot be constructed due to the inability of the Works Progress Administration to furnish reliof laborers.

It is, therefore, ordered by the Commission that this project be cancelled and the P.W.A. fund s released be applied to N.R.W.R. 163, Section 3, Knox County, which was approved October 19, 1937 as a cleanup project.

In Jackson County, the State Highway Engineer is directed to prepare plans and spocifications for surfacing on Highway No. 111, extending from Highway $N_{0} .172$ east to the Jackson-Matagorda County line, a distance of approximately 10.9 miles and to advertise this project for bids upon their completion. It is hereby ordered that an appropriation of $\$ 230,000.00$ or so much thereof as may be needed be appropriated for this construction at such time as the contract cost becones known.

## A.F.E. 37-454

In Jefferson County, it is ordered by the Commission that an appropriation of $\$ 15,000$ be made to cover the cost of placing extra shell on Highway No. 125 between Fannett and Chambers County line in order to keep this road passable during the coming winter. This work is to be done under the direction of the State Highway Engineer through the Maintenance Division.

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\text { A.F.E. } 37-455
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In Jefferson County, on Highway No. 8 at the intersection of this highway with the spur leading to the town of Nederland, it is ordered that curved connecting roads be constructed to complete a "Y" intersection at this point as a safety measure at such time as the property at this intersection is developed and buildings constructed thereon.

In Llano County, on Project ERP I, Llano River Bridge on Highway No. 29, itis ordered by the Commission that the claim of the Austin Bridge Company for remission of eight (8) days liquidated damages at \$75.00 per day be granted and that voucher be prepared, payable to the Austin Bridge Company, in the amount of $\$ 600.00$, in settlement of their claim.

## A.F.E. 37-456

WHEREAS, W. E. Gulley has filed claim, for an indefinite amount against this Dopartment on project WPSS 823-A, Milam County, for alleged damages to his property by reason of deposit of construction materials on his property during the construction of said project by Russ Mitchell, Incorporated, Contractor; and

WHereas, the Highway Department is now withholding $\$ 1,500.00$ out of moneys carned and due the Contractor on said project pending satisfactory settlement of said claim; and

WHEREAS, Russ Mitchell, Incorporated, states it has endeavored to reach a settlement with said W. E. Gulley, but has been unable to do so by reason of W. E. Gulley refusing to file an itemized statement of damage; and

WHEREAS, Russ Mitchell, Incorporated, has by letter of date, May 15, 1937, signed by Russ Mitchell, President, agreed as follows:
> "For the purpose of withdrawing the agreed portion of the final estimate proceeds on the above project and in accordance with instructions in your letter of date, April 28, 1937, it is hereby agreed that the State Highway Departnent will be protected by the undersigned against any loss by reason of the above claim." And

WHEREAS, it is the opinion of the Comnission that this agreement fully indemnifies the State against any claim or suit, which might be filed by W. E. Gulley

IT IS THEREPORE ordered by the Commission that Russ Mitchell, Incorporated be paid $\$ 1,500.00$, which amount is at present withheld from final estimate, on the condition that Russ Mitchell agrees in writing that said letter quoted above is now and will remain in full force and effect.
A.F.E. 37-457

In Ochiltree County, Highway No. 117, it appearing that sufficient W.P.A. labor is available, it is recomended that a caliche base

In Tarrant County, on the Stock Yards Viaduct on N.R.M. 634-C, in the matter of the Claim of Earl Yates \& Son for additional compensation on "Cast Steel Bearing Plates", presented at a hearing before the Commission on October 26, 1937, and it having been found that doubt existed as to the clarity of the plans and specifications regarding the payment for "Cast Steel Bearing Plates", it is ordered by the Commission that an amount of $\$ 3,349.15$ be paid to Earl Yates \& Son.
A.F.E. 37-462
it is ordered that a highway
In Webb, Duval, McMullen and Live Oak Counties, be designated from Laredo to George West via Freer, this highway to be added to the system of designated State Highways on the condition that the counties agree in advance to secure such right-of-way as may be required on location approved by the State Highway Department, and the State Hi ghway Encineer is authorized to make location survey and prepare right-of-way deeds for this highway.

It is ordered that Minute $\mathbb{N}_{0}$. 5810, of April 12, 1932, be and is hereby cancelled.

It is further ordered by the Highway Commission that all contracts for the con struction or improvement of the highways of this State
shall be let to Texas Contractors. By the term "Texas Contractors" is meant any person, firm, association or corporation engaged in road contracting in the State of Texas, and which has done work of construction or improvement on Texas Hichways at least twelve months prior to the date of the letting at which such porson, firm, association or corporation desires to bid.

This order shall not apply to work of construction or improvement where Federal funds or aid is involved.

> "From Abilene to a connection with Highway No. 191 in Callahan County and from Rising Star via Comanche, Hamilton, Gatesville, Temple, Cameron, Milano, Caldwell, Brenham, Sealy, Rosenberg, Damon and West Columbia to Freeport (Second and Pine Streets)."

The conditions previously imposed upon the designation between Temple, Gatesville and Hamilton are to remain in force.

WHEREAS, on October 6, 1937, Mr. F. E. Stewart, Chief Division Accountant of Division No. 9 at Waco, departed this life; and

WHEREAS, Mr. Stewart has served the State Highway Department since August, 1929, and has rendered outstanding service not only in directing and carrying out the accounting duties of the division to which he was assigned, but also in the training of several assistants to such a high degree of efficiency that they in turn have been placed in direct charge of the accounting work of other division offices; and

WHEREAS, the efficiency of the Waco office, under the direction of Mr. Stewart, has been so outstanding over the past eight years that during that time the office has been officially awarded seven Certificates of Merit by the State Highway Commission certifying to outstandine accomplishments of that office; and

WHEREAS, the Commission recognizes that Mr. Stewart was a loyal and valued friend and employee and feels a distinct loss in his passing, not only because of his ability and the service he rendered, but also because of his excellent personality and his leadership among the other members of the Highway Department personnel,

BE IT RESOLVED that this expression of appreciation of Mr. Stewart's eight years of sorvice and of the deep regret felt in his passing be spread upon the official minutes of the Commission and a copy thereof be sent to the members of his family.

It having been brought to the attention of the Commission that agreements between the State and the Railroad Companies covering the construction of Works Procram Grade Separation and Protection projects provide for a first and final payment for railroad force account work, to be made subsequent to an audit of the Railroad Company's claim, by the Bureau of Public Roads; and

That when these agreements were executed it was contemplated ky all parties concerned that the audit would be completed and payment made within a reasonable time after submission of the final voucher to the Bureau.

Whereas, it is now found that the Bureau's approval of the claim requires a period of from three to six months after submission of the final voucher; and

In viow of the fact that several of the Railroad Companies now have outstanding accounts totaling considerable sums for which payment is being delayed pendinc Bureau approval of the claim:

It is hereby directed that after these claims have been examined and approved by the State Highway Engineer, and upon written request from

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the Railroad Company, an advance payment be made on the following basis:
(a) The eligibility of certain itens of expense depend solely on the Bureau's interpretation of its Rules and Regulations and supplementary memoranda. Payment for all such items shall be temporarily withheld pending final audit and approval by the Bureau.
(b) Ninety percent of the remaining amount of the claim shall be paid immediately upon approval by the State Hichway Engineer; ten percent being withheld pending final audit by the Bureau.

The State Highway $E_{n g i n e e r ~ i s ~ d i r e c t e d ~ t o ~ r e q u e s t ~ t h e ~ U . ~}^{\text {S }}$. Bureau of Public Roads to modify the Federal Aid Highway System to include the highways described below:

| HWY. NO. DESCRIPTION |  | COUNITES INVOLVED $\quad$ APF | APPROXIMATH MILEAGE |
| :---: | :---: | :---: | :---: |
| 4 | Uvalde to Junction | Uvalde, Real, Kerr, Edwards and Kimble | 97 |
| 4 | Menard to Junction | Menard \& Kimble | 32 |
|  | Guthrie to Anson via Aspermont | King, Stonewall, Fisher \& Jones | 69 |
| 15 | Roby to New Mexico State Line via Snyder, Gail, Lamesa and Seminole | Fisher, Scurry, Borden, Dawson \& Gaines | 165 |
| 19 | Hwy. No. 15 near Fruitvale to Athens via Canton | Van Zandt \& Henderson | 33 |
| 20 | Fredericksburg to Hwy - \#27 | Gillespie \& Kimble | 45 |
| 21 | Int. Hwy. No. 44 near Lincoln to conn. Hwy. No. 20 near Paice | Lee \& Bastrop | 13 |
| 27 | Pecos to Ft. Stockton | Reeves \& Pecos | 56 |
| 29 | Hwy. No. 27 south of Cuero to Gregory via Goliad. | DeWitt, Goliad, Refugio and San Patricio | 81 |
| 34 | Ennis to Kaufman | Ellis \& Kaufman | 27 |
| 42 | Greenville to IHwy.No. 5 via Whitewright | Hunt, Fannin \& Grayson | 47 |
| 44 | Cameron to La Grange via Rockdalo \& Giddings | Milam, Lee \& Fayette | 73 |
| 53 | Belton to Lampasas via Killeen | Bell, Coryell \& Lampasas | 45 |
| 66 | Red River to Wichita Falls | Clay \& Wiohita | 27 |
| 66 | Stephenville to Lampasas via Hamilton | Erath, Hamilton \& Lampasas | 82 |
| 74 | Lometa to Brady via San Saba | Lampasas, San Saba \& McCulloch | ch 65 |
| 84 | Tahoka to New Mexico State line via Brownfield \& Plains | Yoakum, Terry \& Lynn | 79 |
| 95 | Bastrop to Taylor | Bastron, Travis \& Williamson | 33 |
| 117 | Borger to Stinnett | Hutchinson | 15 |
| 178 | Stinnett to Hartley via Dumas | Hutchinson, Moore \& Hartley | 71 |
| 199 | Olney to Jacksboro | Young \& Jack | 39 |
|  | It is desired to establis | ish the intention of the State H | te Highway |
| Department to request the U.S. Bureau of Public Roads to modify the |  |  |  |
| Federal Aid Highway System to include the highways described below at such time as additional mileage becomes available from the anticipated second $1 \%$ increment, and the State Highway Engineer is directed to so advise the U. S. Bureau of Public Roads. |  |  |  |

APPROXIMATE
HNY. NO. DESCRIPTTION
COUNTIES INVOLVED
MILEAGE
4 Guthrie to Childress via Cottle, Childress \& King

In Dallam County, on bids received October 26, 1937 contract for construction of gr., dre strs., flexible base and double asphalt surface treatment from Chamberlain to Sherman County line, a distance of 16.176 miles, on State Highway $\mathrm{N}_{0} .56$, Control 238 Section 4. Job 3 FAP 586-A is awarded to J. E. Barnhill, Turkey, Texas for \$139,322.94, which is the lowest and best bid.

In Hartley County, on bids received October 26, 1937 contract for construction of Punta de Agua Creek Bridge and approaches a distance of 0.889 miles, on State Hichway No. 56, Control 238 Seotion 1 Job 2 is awarded to T. E. Sanderford, Belton, Texas for $\$ 44,168.74$, which is the lowest and best bid.

In Hopkins County, on bids received October 26, 1937 contract for construction of grading, drainage strs, and concrete pavement from Sulphur Springs north to Birthright, a distance of 8.384 miles, on State Hichway No. 154, Control 400 Section 2 Job 4 FAP 946-A is awarded to A. C. Campbell, Contractor, Shreveport, La. for $\$ 183,103.96$, which is the lowest and best bid.

In Navarro County, on bids received October 26, 1937 contract for construction of Chambers Creek Bridge, a distance of 2250 feet, on State $\mathrm{Hi}_{\text {ighway }}$ No. 22, Control 122 Section $2 \mathrm{~J}_{\mathrm{ob}} 2$ is awarded to Jno. W. Abbott Construction Company, Fort Worth, Texas for ${ }^{(115,741.94 \text {, which is }}$ the lowest and best bid.

In Newton County, on bids received October 26, 1937 contract for construction of grading and drainage structures from Burkville to the Sabine River Bridge, a distance of 10.294 miles, on State Highway No. 45, Control 214 Section 3 Job 1 FAP 632-C is awarded to Harrison Engr. \& Const. Co., Kansas City, Missouri, for $\$ 255,132.42$, which is the lowest and best bid.

In Parker, Palo Pinto, Erath and Eastland Counties, on bids received October 26, 1937 contract for construction of bituminous concrete pavement (hot mix) from 1 mile W. Big Grindstone Cr . in Parker County to intersection Hwy. 1 in Eastland County, a distance of 34.781 miles, on State Highway No. 89, Control 314 Section 1,2,3,4,5 Job 6,5,5,5, 4 is awarded to R. W. Briegs \& Co. and Public Const. Co., Fharr, Texas, for $\$ 110,400.58$, which is the lowest and best bid.

Motion by Judge Bobbitt, seconded by Mr. Wood, that the special meeting of the State $H_{i g h w a y ~ C o m m i s s i o n ~ w a s ~ c l o s e d ~ a t ~ 5: 00 ~ F . ~ M . ~ N o v e m b e r ~}^{\text {a }}$ 5, 1937.

APPROVED:

State Highway Engineer
Chairman
ATTEST:
Member
Secretary

Member
I hereby certify that the above and foregoing pages constitute the full, true, and correct record of all proceedings and official orders of the State Highway Commiesion at its Two Hundred Forty-first Meeting ( a Special Meeting) held at Austin, Texas, on November 5, 1937.


