Minutes of a Speciel Meeting of the State Highway Commission held in the State Highway Office Building with the following members present:

| W. R. Wy, | Chaiman |
| :--- | :--- |
| D. K. Martin, | Member |
| Gibb Gilchrist, | State Highway Engineer |

It is ordered by the Commission that each of the following contracts having been examined by the Commission, and it being found that it complies with the order of award by the Comission as made in Minute Number 7203, dated December 8, 1932, is hereby approved in accordance with Section 12, Chapter 186, General Laws of Texas as passed by the 1925 Legislature, 39th. Regular Session.

| COUNTY | PROJECT NO | LEMGGTH | UNIT | DATE OF AMARD | NAME OF CONTRACTOR | $\begin{aligned} & \text { AMOUNT OF } \\ & \text { CONTRACI } \end{aligned}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Irion | S-904-7 | 10.218 | $I$ | 12-8-32 | Crouch \& Noland | \$ 47, 868.17 |
| Irion | S-904-F | Bridges | I | 1.2-8-32 | Purvis \& Bertram | 33,960.74 |
| Leon | F-453-A | 13.519 | II | 12-8-32 | Anderson \& Empie | 253,565.78 |
| Leon | F-453-J | 1.367 | II | 12-8-32 | Anderson \& Empio | 27,915.27 |
| Leon | F-582-B | 0.276 | II | 12-8-32 | Hannah \& Hall | 1,849.77 |
| $\begin{gathered} \text { Leon-Robert } \\ \text { son } \end{gathered}$ | -F-582-D | 0.790 | II | 12-8-32 | Hannah \& Hall | 5,026.56 |
| McCulloch | S-118-A |  | $I$ | 12-8-32 | Standifer Bros. | 92,592.73 |
| McLennan | F-622-A | 10.530 | II | 12-8-32 | Arcole Const. Co. | 180,067.18 |
| Moore | S-968-C |  | $I$ | 12-8-32 | Oran Speer | 32,046.70 |
| Moore | S-968-C | Bridges | I | 12-8-32 | Austin Bridge Co. | 24,978.60 |
| Pecos | F-618-5 | 10.887 | II | 12-8-32 | Cage Pros. | 68,370.63 |
| Pecos | F-618-T | 9.952 | II | 1208-32 | Brown \& Root | 54,789.51 |
| Pecos | F-619-1 | 3.442 | II | 12-8-32 | Brom \& Roct | 21,191.69 |
| Reeves | 7-607-3 |  | II | 12-8-32 | Trinity Farm Gravel | Co70,414.03 |
| Reeves | F-607-3 |  | II | 12-8-32 | Trinity Farm Gravel | C041, 600.24 |
| Robertson | F-582-C | 16.682 | II | 12-8-32 | Hannah \& Hall | 71, 607.74 |
| Terrell | S-582-1 | 0.339 | I | 12-8-32 | GiffordmFill Co. | 4,601.19 |
| Terry | S-716-D | 15.285 | I | 12-8-32 | Huddleston Const. | . $18,987.65$ |
| Tyler | F-630-A | 10.117 | II | 1208-32 | Union Paving Co. | 196,763.48 |
| Val Verde | F-411- 4 | 7.838 | I | 12-8-32 | Gifford-Hill Co. | 121,322.90 |
| Val Verde | F-411- 1 | 3.458 | I | 12-8-32 | Orr \& Rawls | 86,264.23 |
| Val Verde | B-411- 4 | Eridges | I | 12-8-32 | Butler Bros. | 11,771.88 |
| Van Zandt | F-363-B | 1.316 | II | 12-8-32 | Central Bitulithic | Co. $26,880.33$ |
| Van Zandt | F-363-0 | 4.805 | I \&II | 12-8-32 | Central Bitulithic | C0.99,278.11 |
| Wharton | F-618-D | 2.697 | I | 12-8-32 | Word \& Worrell | $67,074.37$ |
| Wharton | S-723-D | 0.027 | I | 12-8-32 | Word \& Worrell | 666.45 |
| Wilson | F-53\%-T | 9.902 | II | 12-8-32 | R. W. Briges \& Co. | 181,241.64 |
| Motley | F-529-A | 13.386 | II | 12-8-32 | R. W. McKinney | 75,946.69 |
| Motley | S-763-1 |  | II | 12-8-32 | R. W. McKinney | 2,912,00 |
| Cherokee | F-566-A | 5.588 | II | 12-8-32 | E. A. \& J. Lee Vilbi | ig 34,538.78 |
| Cherokee | S-961-A | 0.640 | II | 12-8-32 | E. A. \& J. Lee Vilbi | ig 4,800.46 |
| Cherozee | F-566-B | 6.560 | II | 12-8-32 | J. S. Moore \& Sons | 43,961.93 |
| Cherokee | S-961-B |  | II | 12-8-32 | J. S. Moore \& Sons | 3,565.82 |
| Coleman | F-610-A | 11. 233 | II | 12-8-32 | Dexter Const. Co. | 110,208.31 |
| Collingsworth | F-573-D | 7.666 | I | 12-8-32 | Fuddleston \& Work | 27,716.53 |
| Collingsworth | F-573-D | 7.128 | I | 1208-32 | Oran Speer | 29,765.15 |
| Concho | F-590-E | 7.053 | $I$ | 12-8-32 | Cage Bros. | $48,510.18$ |
| Concho | F-590-E | 7.102 | I | 12-8-32 | McCall Eng. Co. | $44,116.70$ |
| Concho | F-590-E | Bridges | I | 12-8-32 | Buckner Bros. | 16,679.35 |
| Crockett | F-619-B | 3.170 | II | 12-8-32 | Brow \& Root | 20,356.91 |
| Crockett \& Pecos | F-619-F- | 0.466 | II | 12-8-32 | Erown \& Root | 3,772.32 |
| Eestland | S-175m ${ }^{\text {H }}$ | 1.702 | I | 12-8-32 | Gifford-Hill \& Co. | 14,391.88 |
| El Paso | F-439-C | 5.799 | II | 12-8-32 | West Texas Const. Co | 0.137,312.74 |
| EI Faso | S-617-D | 0.642 | II | 12-8-32 | West Texas Const. Co | 0. 13,811.63 |
| Erath | S-175-T1 | 5.737 | $I$ | 12-8-32 | Gifford-Hill \& Co. | 42,431.46 |
| Freestone | F-453-B | 4.563 | II | 12-8-32 | Anderson \& Empie | 89,719.79 |
| Freestone | F-85-C | 1.077 | I\&II | 12-8-32 | T. I. James \& Co. | 28,263.83 |
| Garza | F-635-D | 8.409 | 1 | 12-8-32 | Hennah \& Hall | 37,019.79 |
| Garza | T-635-D | Bridees | I | 12-8-32 | Dozier Const. Co. | 25,647.81 |
| Henderson | S-107-13 | 4.862 | $I$ | 12-8-32 | Ben Sira \& Co. | 38,523.73 |
| Hockley | S-716-0 | 8.409 | I | 12-8-32 | Hamnah \& Hell | 8,306.51 |

## BRIDGES

K1 Paso
Jeff Davis
Montgomery
Reeves
Reeves

7242

| S-6I7-C | 0.026 | I | 12-8-32 | Lee Moor Const. Co. | 17,484.65 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| S-516-D | 0.059 | I | 12-8-32 | I. H. Johnson Const. Company | 17,826.91 |
| F-370-B | 0.672 | I | 12-8.32 | Thomas \& Ratilir | 101,615487 |
| S-229-C |  | I | 12-8-32 | Dozier Const. Co. | 24,149.19 |
| S-229-D |  | I |  | Dozier Const. Co. |  |

In Bowie County it appearing that heretofore, tomit, on the 28 th day of Noveraber, 1932, the General Construction Company of Fort Worth, was the low bidder on FAP WE" 101-III; and attached to its bid was a cashier's check in the sum of $\$ 8,000.00$;

And it further appearing that thereafter the said General Construction Company was awarded the contract on said project and was unable to execute a bond as the law provides, as shown by affidavit of $A, W$. Terrell, President of said General Construction Company, and by a letter from the firm of Mitchell, Gartner \& Walton;

And it further appearing that the Attorney General of the State of Texas has ruled that it is within the discretion of the Highway Commissich to return the bidder's check under circunstances as shown by the record in this aase;

It is, therefore ordered by the Comission that the State Highway Engineen be and is cuthorized to return said bidder's check and that said project be readvertised at the next meeting of the Commission.

January 11, 1933
It is ordered by the Commission that the claim of Thomas and Ratlift for remission of 1 iquidated danages in the amount of $\$ 245.00$ on S.P. 824 Revised, Highway 2, Bell County, be refused as recommended by the Committ ee on Claims.

In Brewster County an increased appropriation of $\$ 6,000.00$ State Funds is hereby made to be expended under the direction of the State Highway Engineer through the Construction Division on State Highway No. 3 , S.P. 862-C, for the extension of grading and drainage staructures from station $774+40$ to the Presidio. County Line, a distance of 0.563 miles.
A.F.E. 33-2

Moved by Judege Ely, soconded by Mr. Martin, that an additional $\$ 5,000.00$ be advanced to Collingsworth County for purchase of right-of-wey, it appearing that the entire cost of right-of-way through the county is approximately $\$ 25,000.00$ With the understandine that the 1933 payment be deferred until January, 1954 and that the entire amount advanced will be repaid in four payments of $\$ 5,000.00$ beginning in 1934 .
A.F.E. 33-3

It is ordered by the Comnission that payment of $\$ 410.33$ be made to Harrison Mngineering and Construction Corporation on their claim for additional compensation on FAP 598-A-II, Highway 38, Galveston County, in accordance with the recommendation of the Committee on Claims. A. F. F. 33-4

In Garga County, an increased appropriation of $\$ 3,000.00$ State Funds is hereby made to be expended under the direction of the State Highway Engineer through the Construction Division on State Highway No. 84, S.F. 674 B, from Post to a point 3.4 min es west, for the construction of grading and drainage structures, the County to furnish and fence such right-of-way as may be required, this increased cost, being broughtabout by reclassification of gradine grentities. A. F.E. 30-5

An appropriation in the amount of $\$ 30,282.52$ is hereby made for the construction of concrete pavement on S.F. 931-A, Highway 66, Live Oals County, under supplemental acreenent with F.P. McElwrath Construction Company, between station $833+00$ and station $944+00$; same being the section of this highway across the Nueces River bottom just south of Three Rivers.
A.F.E. 33-6 In Randall County on contracts heretofore let to McClung Construction contracts have since been forfeited and the original contractor and the National Surety Comony having been notified on December 2nd, 1932 that these contracts were declared in default, it is ordered by the Commission that the proposal of Cocke and Braden under date of December 8th 1932, b/e accepted, said proposal containing an agreenent of the National Surety Company agreeing to said proposal and accepting the liabilities; this order is made on condition that the Attorney General approves the proposel of Cocke and Braden and acceptance of said proposal by the National Surety Company.

In Red River County it is ordered by the Commission that Minute No. 5459, dated Februery 29, 1932 be canceled and that Texas Highway Commission propose to the Oklahoma Highway Commission the construction of a new bridge over Red River, either at McCulloch Crossing or Bryarly Crossing, with a preference expressed on the part of Texas for Bryarly Crossing but a willingness to construct at McCulloch Crossing should Oklahoma prefer that site, and in viem of the fact that the oklahoma Highway Comission has expessed the desire that a new bridge, if constructed, be no further downstreain than a straight line between Clarksville and Idaoel, in which case the McCulloch Crossing will comply, this being slightly upstream from said straight line.

The Texas Highray Cormission proposes to Oklahoma Highway Comaissiof that each state pay fifty percent of cost of construction of the bridge across the channel with an agreement to join equally in cost of any extensions of the main bricge that may be required in the future, each state, however, to take care of the approaches to the main bridge at its own expense.

It is not believed that any suitable site exists between Bryarly and McCulloch but this order does not 1 imit any negotiations that might

Continued:
be made for other adequate sites between those points.
The Texas Highway Comisision further proposes, in the event of acceptance of this proposition by Oklahoma, to make a designation from Clarksille to the crossing on Red River solected by the two States, and to make a survey of same as soon as practicable on condition that Red River County will agree to furnish not less than $100^{\prime}$ right-of-way on approved location.

It is ordered by the Comission that liquidated damages in the amount of $\$ 540.00$ assessed against S. P. 840-D, Highway 128, Refugio County, be remitted to Hartford Accident Indemnity Company, who completed the project for H. K. McCollum, defaulted contractor. This is in accordance with the recomendation of the Comittee on Claims, in their report dated Decenber 13, 1932.

It is ordered by the Comnission that the claim for remission of liquidated damages, filed by United States Fidelity and Guaranty Company, surety for Subcontractor L. A. Murdoch, on FAP lll-Reop., Highway \#7, Scurry and Mitchell Counties, be refused as recommended by the Comnittee on Claims.

WHERBAS, Mr. Gutzon Borglum, of San Antonio, has kindly proffered his services to the State and the State Highway Departraent to initiate a movement and create interest in parking and beautifying the highways throuphout the State; and

WHEREAS, it is felt that this movement has been carried on with great success in other states, and in viev of the fact that in 1936 the One Hundredth Anniversary of the Independence of the Texas Republic will be held, and it is desirable that the highways, and cities, towns and homes be made as inviting and attractive as possible to the thousand" of visitors who will be brought to and through Texas;

It is, therefore, moved by Mr. Martin, seconded by Judge 汎y, thet Mr. Borglum be appointed as State Chaiman for the purpose of organizing and initiating a campaign throughout the State for the purposes herein mentioned.

It is ordered by the Commission that liquidated damases in the anount of $\$ 3,800.00$ assessed aguinst the contract for construction of S.P. 922-D Hichway 11, in Bowie and Morris Counties, on which Ed Pettus was contradtor and National Surety Company was gurety, be remitted. This action is taken as facts show Surety Company did not have proper notice of default.

It is ordered by the Comaission that liquidated damages in the amount of $\$ 13,600.00$ which were assessed against contract for the construction of FAP $566-B$ and S.P. $961-B$, Highway \#40, Cherokee County, awarded to C. E. Deal with National Surety Company as surety, and which was defaulted by the contractor and completed by the surety company; be renitted. This action is taken for reason that the Surety Company apparently was not at fault and the amount is practically covered by Claims.

It is ordered by the Commission that Andrew M. Howsley be employed at a salary of $\$ 250.00$ per month as Claim Adjuster and to assist in the preparation of various and sundry matters for submission to the Attorner General; this employment beine necessary for the reason of the excessive number of matters that require preparation for such submission. Mr. Howsley being an attorney will not in any sense encroach on the duties of the Attomey General's Department. The salary for this employment will be paid out of the contingent fund appropriated by the Legislature for such purposes.

In Clay County, Texas, it is ordered by the Commission by the authority conforred in Chapter 175, House Bill 379 of the Fortieth Legism lature and in compliance with verbal understanding of the State Highway Commission of 0xlahoma, that the State Highway Commissi on of Taxas, acting on behalf of the Stats of Texas joins with the State Highway Commissim of Oklahoma in the purchase of the Charlic Red River toll bridge located on Texas State Highway No. 148 together with the real estate of the right of-way for the bridge and its approachos, and all gingular rights pertaining thereto on the condition that a satisfactory deed of transfer is axecuted and delivered to the two States by the owner of the bridge, the Southern Toll Bridece Corporation of Dallas, Texas, and with further condition that the amount to be paid by the State of Texas is to be ono-helf the purchase price which sum is $\$ 13,654,00$, to be paid upon the delivery of satisfactory deed of transfer, and an appropriation for such amount is hereby made. $\qquad$
7263
In Fannin County. Texes, it is ordered by the Commisaion by the authorw ity conferred in Chapter 175, House Bill 379 of the Fortieth Legislature and in compliance with verbal understanding of the State Highway Commission of Oxlahoma, that the Stat. Highway Comission of Texas, acting on behalf of the State of Texas joins with the State Highway Commission of Oklahoma in the purchase of the BonhammDurant Bed River toll Bridge Located on Texas State Highway No. 78 together with the real estate of the right-ofoway for the bridge and its approaches, and all singular rights pertaining thereto on the condition that a satisfactory deed of transfer is executed and delivered to the two States by the owner of the bridge, the Southern Toll Bridge Corporation of Dallas, Texas, and with further condition that the amount to be paid by the State of Texas is to be onohalf the purchase price which surn is $\$ 22,450.00$, to be paid upon the delivery of satisfactory deed of trensfer, and an appropriation for such amount is hereby made.
A. F. ㅍ.-33-10

Dexter Construction Company, contractor on the pavement of State Project 945-A, Highway 71, Wharton County, baving submitted a claim for payment for cement used above the minimum requirement of the specification, and this claim being somewhat involved by technical questions of concrete design, it is ordered by the Commission that the State Highway Engineer be authorized to arrange with the Contractor for arbitration of the questions involved, the cost of the arbitration to be paid one half by the Contractor and one half by the Department.

## January 20, 1933

It is ordered by the Commiseion that each of the following contracte having been examined by the Commission and it being foand that it complies with the order of award by the Cormission is hereby epproved in accordenob With the Section 12, Ghepter 186, General Laws of Texas as passed by the 1925 Lecislature, 39th. Regular Session.


January 20, 1933
Continued:

| Lamar | M-1-E-7 |
| :--- | :--- | :--- |
| MCLeanan | M-9-Z-3 |
| Potter | M-4-K-2 |
| Taylor | M-8-Q-4 |
| Hidalgo | M-21-C |
| Hidalgo | M-21-F |
| Lubbock | $M-5-N-2$ |

Construction of Division office Bldg.at Paris
McLennan

Lubbock per cubic yard. fencing to be done by the County.

The following agreements supplemental to contracts previously approvpd and entered into, having been exemined and the terms and conditions found satisfactory, and it appearing that an additional appropriation of funds will not be required, are hereby approved:

Lubbock County, Job No. M-5-M-2, Jas, T. Taylor, Contractor, providing for deduction of $\$ 131.00$ from contract price of Office Building at Lubbock, Texas, because of change allowing the use of any color of brick.

Potter County, Job No. M-4-K-2; Duniap \& Cox, Contractor, providing for deduction of $\$ 558.00$ from contract price of office building at Amarillo, Texas, because of change in internal layout, elimination of ceiling fans, and change allowing use of any color of brick.

Dallag County, Job No. M-18-Q-2; C. A. \& J. W. Vilbig, Jr., Contractors, providing for increase in the quantity of "borrow ${ }^{\text {Pfrom }} 25534.0$ cubic yards to 31363.0 cubic yards at the regular contract price of $17 \%$

In Cooke County it is ordered by the Commission that J. P. Foty proposal, submitted on November 29th, 1932, for the construction of grading drainage structure and concrete pavement on PAP My ${ }_{\text {als }} 597-4$ and B , Highway No. $40 ;$ and that his bidaing check of $\$ 8,000.00$ ben returned to him. The request for withdrawal of this proposal is granted for the reason that Mr. Foty submitted figures showing that he had made an error of one dollaf per ton in estimating the cost of sand and gravel for concrete aggregates,

In Scurry County an initial appropriation of $\$ 38,557.35$ State Funds is hereby made to be expended under the direction of the State Highway Engineer through the Maintenance Division on State Highway No. 7, beginnipg approximately $1 / 2$ mile north of Snyder and extending to the Scurry-Garza County line, a distance of 18.786 miles for widening roadway, and installing metal culvert drains. This appropriation being made for Betterment Work, Job No. $\mathrm{M}-8-\mathrm{K}-4$ and on condition that said county will furnish such right-of-way as may be required to be not less than 100 ft . in width,
A.F.E 33-11

It is ordered by the Commission that the following agreements be approved:

1. An agreement between the State of Texas and the Ft. Worth \& Denver City Railway Company for an oncroachment upon their property for the construction of Highway No. 5 in Donley County.
2. An egreement between the State of Texas and the St. Louis Southwestern Railway Company for a joint overpass over the St. Louis Southwestern Railroad and the Missouri Kansas Texas Railroad on Highway No. 2, (100p) near Maco in McLennan County, Federal Aid Project 614-C.
3. An agreement between the State of Texal and the Missouri Kansas Texas Railroad Company for the construction of a joint overpass over the St. Louis Southwestern Railroad and the Missouri Kansas Texas Railroad upon Highway No. 2 (loop) near Waco in McLennan County, Texas, Federal Aid Project 614-C.
4. An easement agreament between the State of Texas and the Southern Pacific Railroad Company covering an encroachment upon Railroad property for the construction of State Highway No. 1 in Hudgpeth County.
5. An easement agreement between the state of Texas and the Ft. Worth \& Denver City Hailroad Company for an encroachrnent upon Rallroad property for the construction of State Highway No. 5, in Potter County.
6. An agreement between the State of Texas and the Southern Pacific Railroad Company for the installation of guard rails in tracks serving and belonging to the Ferris Brick Company where State Highway No. 14 crosses them at Ferris, Texas, 渨lis County.
7. An agreement between the State of Texas and Joe D. Hughes coverin demages dane to a bridge on Highway No. 105 in Montgomery County by a truck belonging to said J. D. Hughes.
8. An agreement between the State of Texas and the Southern Pacific Railway Company for the installation of a culvert through the Railroad embankment for draining State Highway No. 40 in the vicinity of the overpass as constructed at Lakue in Henderson County, Federal Aid Project 566-F.
9. An easement agreement between the State of Texas and the Ft. Worth \& Denver City Railway Company for an encroachment upon Railroad property for the construction of State Highway Ho. 5 through Armetrong County, Fed eral Aid Pwoject 438-A.
10. An easement agreement between the State of Texas and the Texas Fiectric Railroad Cormpany covering encroachments upon Railroad property for the construction of Highways 2 and 31 near Waco, in McLennan County.

It is ordered by the Commission that, inasmuch as the contract be tween the State and Fox-Schmidt Company for the inatallation of the steam piping in the tunnel to the New Kighway Builiding provides for the comanotion of the steam piping to the steam heating equipnent in the new Highway Building, in a satisfactory manner before final payment is made to them; and inasmuch as the steam piping has been installed and it will be several months before the steam heating equipment can be installed in the new building, to permit this contractor to fully complete his contract; Fox-Schimdt Company be paid for the work done less $\$ 100.00$, which is estimated will cover the cost of making the necessary connections, until the final completion of the contract.

It is ordered by the Comaission that, inasmuch as the oontract between the State and Wright Brothers for the installation of the electrical wiring, etc., in the tunnel to the New Highway Building provides for the connection of the electilic cable in the tunnel to the gwitch board in the new Highway Building, in a satisfactory manner before final payment is made to them; and, inasmach as the cable has been installed in the tunnel and It will be several months before the awitch board can be installed in the new Building, to permit this contractor to fully complete his contract, Fright Brothers be paid for the work done less $\$ 100.00$, which is estimated will cover the cost of making the necessary connections until the final completion of the contract.

In Cherokee and Houston Counties on bids received November 29, 1932, contract for constructing Neches River Bridge consisting of 1-130 ft . steel through truss span, $5-40 \mathrm{ft}$. and $54-20 \mathrm{ft}$. steel I-beam spans, 24 ft . roadway, concrete floor slabs, 2 concrete caisson type piers, 6 concrete bents on untreated timber foundation piing, 51-treated timber piling ben ks, 2 precast concrete piling end bents; North Slough Bridge consisting of $12-20 \mathrm{ft}$. steel I-beam spans, 24 ft . roadway, concrete floor slabs, 11 treated timber piling bents, 2 precast concrete piling end bents; located between Alto and Crockett, a distance of $1651.84^{1}$ on State Highway No. 21 FAP No. NT" 499-C, is awarded to Cage Construction Company, Taft, Texas for $\$ 78,399.06$, which is the lowest and best bid.

APPROVED:

State Highway Engineer


ATTEST:

Acting Secretary

