

MINUTES OF A CALLED MEETING OF THE BOARD OF DIRECTORS OF
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE
HELD IN THE DISTRICT OFFICE IN FORT WORTH, TEXAS, ON THE
12TH DAY OF DECEMBER, 1935, AT 5 P. M.

This meeting was convened in conformity to a call issued by C. A. Hickman, as President of the District, and served on E. E. Bewley, W. K. Stripling, Joe B. Hogsett and W. S. Cooke on December 11, 1935, which call was, in words, figures and symbols, as follows:

" Fort Worth, Texas, December 11, 1935.
"You hereby are notified to attend a called meeting to be held
"in the office of this District at 5 o'clock P. M., on December
"12, 1935. The purpose for which this meeting is called is to
"make a final award of contract to Barker Brothers for the levee
"improvements proposed to be made by this District; for which
"award the District now holds approval of the Federal Emergency
"Administration of Public Works.
" (Signed) C. A. Hickman, as President of
" Tarrant County Water Control and
" Improvement District Number One."

In conformity to the foregoing notice of a called meeting, at the time and place above recited, Directors were present and participating as follows:

C. A. Hickman, who acted in his capacity as
President of the Board;
E. E. Bewley,
Joe B. Hogsett,
W. S. Cooke, and
W. K. Stripling, who acted in his capacity
as Secretary of the Board.

At said time and place, proceedings were had and done, as follows, v i z:

1.

President Hickman presented to the Board all documents relating to the bid of Messrs. Barker Brothers, filed with this Board on December 3, 1935.

together with a copy of the minutes of the meeting of the Board held on that day, conditionally approving said bid, and requesting authority from the Federal Administrator for the final award of contract thereunder. He also presented to the Directors for consideration the fact that Messrs. Barker Brothers would desire to tender to the Board for its approval insurance or indemnity obligations as follows:

1--Performance Bond, Trinity Universal Insurance Company, of Dallas, Texas, as Surety, in the sum \$99,000.00;

2--Workmen's Compensation Insurance, Traveler's Insurance Company, Hartford, Conn., amount unlimited;

3--Public Liability Insurance: Traveler's Insurance Company, of Hartford, Conn.; Limit of \$25,000.00 for injury to any one person; limit of \$50,000.00 for any one accident;

4--Liability for property damage: Traveler's Insurance Company, of Hartford, Conn.; Limit of \$10,000.00.

Attached to these Minutes as exhibits and here referred to as part hereof are instruments and documents as follows, i. e.:

"Exhibit A" -- Formal Contract between the District, as Owner, and Barker Brothers, as Contractor, wherein are embraced all documents to control the contractual relations between this District and said Barker Brothers, and as well having attached thereto the performance bond of Messrs. Barker Brothers, for the penal sum \$99,000.00:

"Exhibit B" -- Letter of Mr. Uel Stephens, as Chief Examiner of the Federal Administration of Public Works for Texas, dated December 10, 1935, addressed to Hawley, Freese & Nichols, Engineers for this District, wherein the Administration approves the consummation of the contract attached to these minutes as "Exhibit A."

There was consideration of these matters and the Directors had ad-

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vice from the Engineers and Attorneys for the District that it now had become proper and lawful for the District to actually execute the contract between the District and Barker Brothers, whereupon Director Cooke moved the adoption of a resolution, to have the force and effect of an ordinance, which in words, figures and symbols was as follows:

"Be It Ordained as the act and deed of this District, as hereinafter is set out, i. e.:

1--The Bid of J. Lee and E. A. Vilbig and the bid of Gifford-Hill & Co., Inc., filed with this District on December 3, 1935, hereby are rejected, and it is ordered that the good faith bond delivered by each of said bidders do be returned to the bidder filing the same.

2--The bid of Messrs. Barker Brothers of Fort Worth, Texas, filed with this District on December 3, 1935, hereby is declared to be the lowest and best bid, and the bid most advantageous to the District; it hereby is approved and accepted; and, it is ordered that the award of contract for the construction of the District levee improvements do be finally made to said Barker Brothers upon their bid of \$98,466.37, as will be more particularly disclosed by reference to the original bid which is attached to the Minutes of this meeting as "Exhibit A;" subject, however to the following requirements, i. e.:

(a) That Messrs. Barker Brothers do actually execute the proposed contract for construction in substantially the form presented to them as a basis for their bid;

(b) That they also procure to be executed and delivered to this District indemnity or insurance obligations which shall at least conform to the requirements set forth in the specifications for bids.

(c) It is further ordered that Trinity Universal Insurance Company, of Dallas, Texas, is approved as a good and sufficient surety upon the Performance Bond to be tendered to the District; that the Travelers Insurance Company, of Hartford, Conn., be approved as a good and sufficient insurer of the Contractor's Workmen's Compensation Liability and the Public Liability of the Contractors.

It is ordered that upon tender of the formal contract executed by said Barker Brothers, the presentation of their Performance Bond, and the giving of evidence as to the provision of insurance covering Workmen's compensation and Public Liability (all to be in keeping with the specifications for bids), formal contract as between the District and said Barker Brothers shall be executed in the name of the District, by its appropriate officers and in the manner proper for it under the law of its being. It is further ordered that upon the actual execution of said contract by Barker Brothers, the delivery of their performance bond and the provision of the insurance protection, as aforesaid, the good faith bond filed by said Barker Brothers with their bid, shall be returned to them for cancellation:

ALL THINGS HEREINBEFORE provided shall be done and consummated without other or further order of this Dis-

trict's Directors."

Upon the reading of said resolution, Director Hogsett seconded the adoption thereof, as the act and deed of the District. Upon a vote being taken Directors Bewley, Stripling, Hogsett and Cooke voted for the motion and Director Hickman asked to be recorded as favoring the motion, whereupon the motion was declared to have been adopted and it was so ordered."

2.

No further business was presented and the meeting was adjourned.

W. K. Stripling
As Secretary

APPROVED:

C. P. Hickman
As President

"EXHIBIT A."

original

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE

LEVEE IMPROVEMENTS

CONTRACT DOCUMENTS
SPECIFICATIONS

PUBLIC WORKS ADMINISTRATION
ENGINEERS REFERENCE NO. 696
DOCKET NO. 5984

59	Detail Specifications
118	General Conditions of Agreement
28	Form of Agreement
13	Instructions to Bidders
9	Financial Statement
5	Proposal
2	Notice to Bidders

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LEAVE IMPROVEMENTS

FARRANT COURT-WATER CONTROL AND
 IMPROVEMENT DISTRICT NUMBER ONE

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE
LEVEE IMPROVEMENTS

NOTICE TO BIDDERS

Sealed proposals will be received at the office of the Tarrant County Water Control and Improvement District Number One, 406 Capps Building, Fort Worth, Texas, up to 10:00 A.M. Dec 3, 1935, for the construction of improvements to the levee system along the Clear Fork and West Fork of the Trinity River in the City of Fort Worth including the furnishing of all materials, apparatus, appliances, tools, equipment and labor necessary to the construction and completion of the work in accordance with the plans, specifications, and instructions to bidders. At the hour mentioned all bids will be publicly opened, read and considered by the Board of Directors.

The successful bidder will be required to enter into a contract with the Tarrant County Water Control and Improvement District Number One, which contract will contain provisions conforming with requirements of the Federal Emergency Administration of Public Works, as set forth in its Bulletin No. 2, Revised, and the construction provisions of the Loan and/or Grant Agreement.

A Cashier's or Certified Check, payable without recourse to the order of C. A. Hickman, President, or acceptable proposal bond, in an amount not less than five (5%) per cent of the largest possible total bid must accompany each bid as a guarantee that, if awarded the contract, the bidder will promptly enter into a contract and execute bonds in the forms

provided, as outlined in the specifications and instructions to bidders.

A performance bond, in the amount of one hundred (100%) per cent of the contract price, and a separate and distinct labor bond, in an amount equal to the estimated largest aggregate payroll in any one month, will be required.

Attention is called to the fact that not less than the prevailing minimum wage rates approved by the Federal Emergency Administration of Public Works, namely:

For skilled workers: \$0.80 to \$1.00 per hour

For semi-skilled workers: \$0.35 to \$0.70 per hour

For unskilled workers: \$0.30 per hour,

as more fully set forth in the specifications hereinbefore described and which are made a part hereof, must be paid on this project.

All "lump-sum" and unit prices must be stated in both script and figures. (Omission of this will be cause for rejection of the bid.)

In case of ambiguity or lack of clearness in stating prices in the proposals, the Board reserves the right to adopt the most advantageous construction thereof, or to reject the proposal.

Contract will be awarded subject to the approval of the Acting State Director P.W.A.....The Owner reserves the right to reject any and/or all bids and/or waive any and/or all formalities. No bid may be withdrawn within 30 days after the date on which bids are opened.

The "Standard Form of Agreement Between Owner and Contractor" as adopted by the Texas Section of the American Society of Civil Engineers and as modified to conform to requirements of the Public Works Administration

will be substantially followed as to Form of Agreement and as to General Conditions of Agreement.

Plans and specifications may be obtained from Hawley and Freeze, Consulting Engineers, 407 Capps Building, Fort Worth, Texas, upon deposit of \$25.00 as a guarantee of the safe return of the same. Upon return of the plans and specifications in good condition, \$12.50 of the deposit will be refunded.

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE

G. A. HICKMAN, President
W. K. STRIPLING, Secretary

HAWLEY and FREEZE, Engineers

Fort Worth, Texas

Nov 3 Nov 8th, 1935

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE

LEVEE IMPROVEMENTS

Fort Worth, Texas

Dec 3 1935

Board of Directors,
Tarrant County Water Control and
Improvement District Number One,
406 Capps Building,
Fort Worth, Texas.

Gentlemen:

Pursuant to the foregoing NOTICE TO BIDDERS, the undersigned Bidder proposes to do all work, and furnish all necessary labor, tools, equipment and materials, and to complete all work upon which he bids as provided by the attached specifications and shown on the plans, and binds himself upon acceptance of his proposal to execute a contract and bonds according to the accompanying forms, for performing and completing the said work within the time stated, for the following prices, to-wit:

1. For clearing and grubbing
(In Trinity Park):

10 acres

② Two Hundred Twenty (\$ 220) Dollars per acre \$ 2200 00

2. For embankment complete in place,

Two hundred ft. haul or less: 41,650 cu. yds.

② Sixteen and Three fourths (16 $\frac{3}{4}$) cents per cu. yd. \$ 57,216.37
~~\$ 63,855.87~~

3. For overhaul: 1,160,000 Station Yds. 14,500⁰⁰
 @ One and one quarter (1 1/4) Cents per ~~\$14,500.00~~
 Sta. Yd.
4. For Construction Turnover: 39,750 cu. yds.
 @ Fourteen (14) Cents per \$5566.00
 Cu. Yd.
5. For excavation placed in "Spoil"
 Two hundred ft. haul or less 800 cu. yds.
 @ Twenty (20) Cents per \$160.00
 Cu. Yd.
6. For Bermuda grass sodding: 30 acres
 @ Two Hundred (200.00) Dollars \$6000.00
 per acre
7. For gate structure complete
 in place at Station 107.70
 Line A:
 Lump sum of Thirty four Hundred fifty six Dollars
 (\$3,456.00) Dollars \$3,456.00
8. For gate structure complete
 in place at Station 105 + 00
 Line A:
 Lump sum of Forty Eight Hundred forty two Dollars
 (\$4,842.00) Dollars \$4,842.00

9. For gate structure complete
in place at Station 146 + 55
Line A:

Lump sum of Four thousand Seventeen Dollars

(\$4,017.00) Dollars

\$4,017.00

10. For extra 1:2:4 Concrete in
place including forms:

10 cu. yds.

Twenty Two Fifty (\$22.50) Dollars per
Cu. Yd.

\$225.00

11. For 1 : 4 Concrete
backing in place:

10 cu. yds.

Twenty Two Fifty (\$22.50) Dollars per
Cu. Yd.

\$225.00

12. For extra reinforcing
steel in place:

400 lbs.

Five (\$0.50) Cents
Per Lb.

\$20.00

13. For extra structural
excavation:

20 cu. yds.

Fourty One (\$100) Dollars per
Cu. Yd.

\$2,000

(EST. TOTAL — \$98,466.³⁷)

Address
712 ...
The ...

Bidder
Barker Bank

It is understood that there will be no final award of contract until approved by the Public Works Administration.

Number One in the event of failure to enter into contract and furnish bond, within ten (10) days after notification of award to the undersigned, as set forth in NOTICE TO BIDDERS; otherwise it shall be returned upon demand.

Attached hereto is a certified check for bid bond in the sum of \$10,000.00

Total time for completion: 30 working days.

FINANCIAL STATEMENT

Condition of bidder at close of business Month, NOV 30, 1934.

ASSETS

1. Cash on hand	\$		
In bank		<u>21,850.</u>	
Elsewhere			\$ <u>21,850</u>
2. Accounts receivable from completed contracts (exclusive of claims not approved for payment.)			<u>17,300</u>
3. Accounts receivable from other sources than above			<u>2,850.</u>
4. Amounts earned on uncompleted contracts (not included in Item 3) (Contract price on completed portion of uncompleted contracts less total cost of completed portion.)			_____
5. Deposits for bids or other guarantees			_____
6. Notes receivable			_____
Past due		_____	_____
Due 90 days		_____	_____
Due later		_____	_____
7. Interest earned			_____
8. Real Estate			_____
Business property, present value		_____	_____
Other property, present value		_____	_____
9. Stocks and Bonds			_____
Listed on exchange		_____	_____
Unlisted		_____	_____
10. Equipment, machinery, fixtures		<u>195,110.</u>	
Less depreciation		<u>171,042</u>	<u>123,068.</u>
11. Other assets			_____
TOTAL ASSETS			\$ <u>165,068</u>

LIABILITIES AND NET WORTH

1. Notes Payable	To banks regular (For Certified Checks.)	\$	_____	
	Equip. Obligations		_____	
	Others		_____	\$ _____
2. Accounts Payable	Current	\$	_____	
	Past Due		_____	
3. Real Estate Mortgages			_____	
4. Other Liabilities			_____	
5. Reserves			_____	
6. Capital Stock	Paid Up		_____	
	Common		_____	
	Preferred		_____	
7. Surplus				<u>165,068.00</u>
	TOTAL LIABILITIES			<u>\$ 165,068.00</u>

EXPERIENCE RECORD

List of projects bidder has successfully completed:

Amount of Contract Award	Type of Work	Date Accepted	Name and Address of Owner
Eagle Mountain	Levee section	1931	Tanant Co Water Project
Budgetport	Goldways	1931	H. Worth 24

List of projects bidder is now engaged in completing:

Amount of Contract Award	Type of Work	Date Accepted	Name and Address of Owner
\$ 160,000	Levee	Will be accepted about 12/2/35	U.S. Govt Washington D.C.

List of Surety Bonds in force on the above uncompleted work:

Amount of Contract Award	Amount of Bond	Name of Surety Company
\$ 160,000	\$ 160,000	U.S. F & G Co

EQUIPMENT SCHEDULE

List of equipment owned by bidder that is in serviceable condition and available for use:

- 1 1/4 yd shovel (Lorain gas Power)
- 1 2 yd Pneumo Erie gas Power dragline
- 1 Bull dozer 35 H.P.
- 7 5 yd International Trucks

Portions of work bidder proposes to submit in case of award of contract; including amount and type:

Drainage Structure (gate structure) approximately \$10,000

Dated at H. Worth 24, this 3rd day of Dec, 1935.

Barker Bros
(Name of Organization)

By: B. E. Barker
(Title of Person Signing)

FINANCIAL STATEMENT
EXPERIENCE RECORD
SCHEDULE OF EQUIPMENT

Submitted by Charles E. Barker and James Barker ^{an individual}
~~being named as Barker Bros~~ ^{a partnership}
~~_____~~ ^{a corporation}

with principal office at Fort Worth Texas 712 Houston St

To be filled in by Corporation:

To be filled in by Partnership:

Date Incorporated _____

Date formed 1915

Under the laws of _____ State

State whether partnership is general, limited or associated.

Executive Officer _____

List members: general

Charles E. Barker
James Barker

State of Texas

County of Tarrant

Charles E. Barker, being duly sworn, deposes and
says that he is a partner of Barker Bros
(Title) (Name of Organization)

and that the answers to the foregoing questions on the attached forms and all statements therein are true and correct; that the financial statement, the experience record and the schedule of equipment are made a part of this affidavit as though written in full herein, and all statements and answers to questions given in the above mentioned financial statement, experience record and schedule of equipment are true and correct.

Sworn to before me this 3rd day of Dec, A. D. 1935.
Charles E. Barker

My Johnstone
Notary Public.
Tarrant County Texas

My commission expires:
June 1937

(SEAL)

FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS

FORT WORTH, TEXAS

NOTICE AND INSTRUCTION TO BIDDERS ON PUBLIC WORKS PROJECTS:

2. Proposals must be authoritatively executed. Proposals carrying riders or qualifications which modify the bid as submitted, will be rejected as irregular.
3. A certified or cashier's check or an acceptable bid bond in an amount not less than five (5%) per cent of the largest possible bid must accompany each proposal submitted.
4. Each bidder must submit a financial statement, an experience record and an equipment schedule with his proposal. These may be submitted on the bidder's forms, or by filling in the forms attached to the proposal form. In each case, such statements must be sworn to before a Notary Public and any discrepancy discovered in any of these sworn statements will be sufficient grounds for rejecting the bid or for cancelling the contract, if awarded.
5. The bidder, to be eligible for the award of the contract, must be able to show his financial ability to carry on the work until such time as he receives the first payment on the contract, and to finance the work between payments.
6. The person or firm to whom the contract is awarded will be required to furnish a performance bond in an amount equal to one hundred (100%) per cent of the contract price and, in addition thereto, a separate labor bond in an amount equal to the largest estimated payroll in any one month. These bonds must meet the approval of the borrower (Owner) and of the State Engineer, PWA.
7. The contract will contain all pertinent provisions of the construction regulations of the Federal Emergency Administration of Public Works, as set out in its Bulletin No. 2, Revised.
8. No contracts will be awarded until bids have been examined and approved by the State Engineer, P.W.A.
9. The contractor will be required to classify his labor in accordance with, and to pay his labor not less than the minimum wages prescribed in the schedule approved by the State Engineer, P. W. A. A copy of said Labor Classification and Minimum Wage Scale is included in the Construction Regulations which are bound herewith.

10. Bidders are advised that the unorganized labor requirements shall be obtained from local employment agencies designated by the United States Re-employment Service. Organized labor requirements should be obtained from the offices of the Local Labor Unions.
13. Subcontractors proposed for any part of the work are subject to the approval of the State Engineer, PWA.
14. The Public Works Administrations' authorized employees shall have the right to go upon and inspect all work as it progresses and shall have access to all payrolls, records of personnel, invoices of materials, and other data relative to the performance of the work.
15. Contractors and subcontractors shall make reports in triplicate to the Government monthly, on forms to be supplied by the U. S. Department of Labor. These reports shall include the number of persons employed, the aggregate amount of the payroll, the man-hours worked, the wage scales paid to all classes of labor and the total expenditures for materials.
16. The borrower (Owner) may, with the approval of the State Engineer, PWA., and shall, at the request of the State Engineer, PWA., terminate by written notice to the contractor or subcontractor, the contract of such contractor or subcontractor who shall have violated any of the contract provisions and said borrower (Owner) shall withhold from such contractor or subcontractor so much of the compensation due him as may be necessary to pay the laborers or mechanics the difference between the rate of wages required by the contract and the rate of wages actually paid.
17. It is strictly understood as a condition of the specifications and these instructions and of any bid made in response thereto, that any cancellation or withdrawal of the Federal Grant or Funds, either in whole or in part, by reason of some act on the part of the Contractor or his subcontractors, shall give the right to the borrower (Owner) to reduce, in like sum, the amount that said borrower (Owner) would be obligated to pay under the provisions of his contract with the contractor.

18. Each monthly request for payment under the contract must be supplemented with receipted payrolls, receipts from subcontractors and receipts from material vendors for labor performed and/or material delivered during the preceding month.
19. The bidder's attention is called to the House Bill No. 54 relating to the penalties for underpayment of workmen.
20. This paragraph must be inserted in all construction contracts:

"SPECIAL NOTICE.-- Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be or is now being performed, and this contractor must employ, so far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor."

21. This paragraph is P. W. 25833, dated January 8, 1935,

Pursuant to the provisions of Public Act No. 324, 73rd Congress, approved June 13, 1934 (48 Stat. 948), concerning rates of pay for labor, the Secretary of the Treasury and the Secretary of the Interior hereby jointly promulgate the following regulations:

Section 1. Said Act reads as follows:

"To effectuate the purpose of certain statutes concerning rates of pay for labor, by making it unlawful to prevent anyone from receiving the compensation contracted for thereunder, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That whoever shall induce any person employed in the construction, prosecution, or completion of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, or in the repair thereof to give up any part of the compensation to which he is entitled under his contract of employment, by force, intimidation, threat of procuring dismissal from such employment, or by any other manner whatsoever, shall be fined not more than \$5,000, or imprisoned not more than five years, or both.

"Sec. 2. To aid in the enforcement of the above section, the Secretary of the Treasury and the Secretary of the Interior jointly shall make reasonable regulations for contractors or subcontractors on any such building or work, including a provision that each contractor and subcontractor shall furnish weekly a sworn affidavit with respect to the wages paid each employee during the preceding week."

Section 2. Each contractor and subcontractor engaged in the construction, prosecution, or completion of any building or work of the United States or of any building or work financed in whole or in part by loans or grants from the United States, or in the repair thereof, shall furnish each week an affidavit with respect to the wages paid each employee during the preceding week. Said affidavit shall be in the following form:

State of.....) }
County of.....) } ss:

I,(Name of party signing affidavit).....(Title), do hereby certify that I am (the employee of)..... (Name of contractor or subcontractor) who supervises the payment of the employees of said contractor (subcontractor); that the attached pay roll is a true and accurate report of the full weekly wages due and paid to each person employed by the said contractor (subcontractor) for the construction of _____ (project), for the weekly pay roll period from the _____ day of _____, 193____; that no rebates or deductions from any wages due any such person as set out on the attached pay roll have been directly or indirectly made; and that, to the best of my knowledge and belief, there exists no agreement or understanding with any person employed on the project, or any person whatsoever, pursuant to which it is contemplated that I or anyone else shall, directly or indirectly, by force, intimidation, threat or otherwise, induce or receive any deductions or rebates in any manner whatsoever from any sum paid or to be paid to any person at any time for labor performed or to be performed under the contract for the above named project.

Sworn to before me this _____ day of _____, 193____.

Section 3. Said affidavit shall be executed and sworn to by the officer or employee of the contractor or subcontractor who supervises the payment of its employees.

Said affidavit shall be delivered, within three days after the payment of the payroll to which it is attached, to the Government representative in charge at the site of the particular project in respect of which it is furnished, who shall forward the same promptly to the Federal agency having control of such project. If no Government representative is in charge at the site, such affidavit shall be mailed within such three-day period to the Federal agency having control of the project.

Section 4. At the time upon which the first affidavit with respect to the wages paid to employees is required to be filed by a contractor or subcontractor pursuant to the requirements of these regulations, there shall also be filed in the manner required by Section 3 hereof a statement under oath by the contractor or subcontractor, setting forth the name of its officer or employee who supervises the payment of employees, and that such officer or employee is in a position to have full knowledge of the facts set forth in the form of affidavit required by Section 2 hereof. A similar affidavit shall be immediately filed in the event of a change in the officer or employee who supervises the payment of employees. In the event that the contractor or subcontractor is a corporation, such affidavit shall be executed by its president or vice-president. In the event that the contractor or subcontractor is a partnership, such affidavit shall be executed by a member of the firm.

Section 5. These regulations shall be made a part of each contract executed after the effective date hereof by the Government for any of the purposes enumerated in Section 2 hereof.

Section 6. These regulations shall become effective on January 15, 1935.

Secretary of the Treasury.

Secretary of the Interior.

22. Assignment of Contracts and/or funds:

No assignment by the contractor of any principal construction contract or any part thereof, or of the funds to be received thereunder by the contractor, will be recognized by the Public Works Administration unless such assignment has had the approval of the awarding authority and the State Engineer, and the surety has been given due notice of such assignment in writing.

No assignment will be approved by the State Engineer, Public Works Administration unless the instrument of assignment contains a clause to the effect that it is agreed that the funds to be paid the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials.

23. Domestic Materials

WHEREAS TITLE III, Section 2 of the Act of March 3, 1933 (Public No. 428, 47 Stat. 1520) provides that:

"Notwithstanding any other provision of law, and unless the head of the department or independent establishment concerned shall determine it to be inconsistent with the public interest, or the cost to be unreasonable, only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced or manufactured, as the case may be, in the United States, shall be acquired for public use"

It is hereby directed that, in deciding the reasonableness of cost of domestic products, the following differential scale shall be applied in favor of domestic articles, materials, or supplies:

On purchases where the foreign bid is \$100 or less, a differential of 100% will apply.

On purchases where the foreign bid exceeds \$100, but is less than \$10,000, a differential of 25% will apply.

On purchases where the foreign bid is \$10,000 or more, a differential of 15% will apply. ----- The above differentials are to be applied to purchases within the continental limits of the United States, exclusive of Alaska.

PW 5801

FEDERAL EMERGENCY ADMINISTRATION OF
PUBLIC WORKS

February 9, 1934.

TO ALL STATE ENGINEERS

MILL AND FACTORY INSPECTION AND TESTING OF MATERIALS.

Mill and factory inspection and testing of materials to be used in any project financed in whole or in part by Public Works Administration is an obligation of the borrower. Such prior inspection and testing shall be provided for in construction contracts where necessary to the extent and in the form required by the State Engineer (or, on Housing Projects, by the architect designated by the Housing Division of the P.W.A.), and in accordance with customary engineering and architectural practice.

A. State and local laws and ordinances pertaining to this subject shall of course be complied with. The cost of such inspection and testing shall be considered a project cost.

B. The selection of bureaus, laboratories and/or agencies for such inspection and testing rests with the borrower, subject to the approval of the State Engineer (or, on Housing Projects, the architect designated by the Housing Division, P. W. A.)

C. Inasmuch as such mill inspection and test must be done prior to delivery of material at the job, it is the duty of the borrower to furnish the Resident Engineer-Inspector or Supervising Engineer satisfactory documentary evidence that material has passed such inspection and test. This evidence will be required before permission is given to incorporate such material in the work. Where prior test of material is required, the customary clauses relative to removal of rejected material from the premises must be incorporated in the construction contract.

D. State Engineers are cautioned to carefully consider the matter of mill and factory inspection and test of material in connection with all construction contracts and Force Account work, to insure that the borrower understands his obligation, and that inspection and testing is provided for, when, in the opinion of the State Engineer or Housing Division architect, it is required.

Harold L. Ickes

By:

H. M. Waite,
Deputy Administrator.

FEDERAL EMERGENCY ADMINISTRATION
OF PUBLIC WORKS

Washington, D. C.

December 4, 1934.

TO ALL STATE ENGINEERS:

Clarification of Factors Governing Classification
of Labor on "Open-Shop" Carpentry Work.

In order to facilitate the application of PWA labor and wage provisions and wage scales on "open-shop" carpentry work, the following principles shall govern:

DEFINITIONS

CARPENTERS - Skilled journeymen, who are customarily required to furnish their own tools of the craft, and who are entitled to receive the skilled wage rate.

CARPENTERS' ASSISTANTS - Semi-skilled workmen, who are not customarily required to furnish their own tools, and shall not be required to furnish them on PWA projects. This classification (designation) also includes workmen, who even though they may be competent to perform skilled work, are employed for, and permitted to do, only the work normally required of semi-skilled craftsmen. Such workmen are entitled to receive the semi-skilled wage rate.

The designation "Carpenter's Assistant" is understood to cover designations such as "Carpenter's Apprentice", "Carpenter's Helper" and "Rough Carpenter", which sometimes appear on the wage scales established by various State Engineers.

SECTION I - PERMANENT BUILDING CONSTRUCTION - CLASSIFICATION OF OPERATIONS

A. FINISHED WORK

On the following operations, interior or exterior, the ratio of carpenters' assistants to carpenters shall not exceed one (1) carpenter's assistant to one (1) carpenter:

1. Millwork, Including Trim - cutting, setting and placing.
2. Bucks, Furring, Grounds And Soreeds For Finished Surfaces - setting, leveling, lining and bracing.
3. Hardware, Rough Or Finished - All classes or types.

4. Bookcases, Cabinets, Closets, Shelves, Tables, And All Similar "Built-in", Fixed Or Movable Furnishings, Accessories And Appurtenances - Finished.
5. Floors - Finished Wood - Matched or unmatched.
6. Ceilings, Walls, Wainscoting And Panels - Finished Wood Or Composition.
7. Doors, Windows, Ventilators And Similar Openings - Sizing, placing or setting, including facings and casings therefor.
8. Grating, Trellis, Screen And Lattice Work - Finished - All kinds.

B. COMPOSITION FLOORS, AND FORMS FOR FINISHED SURFACES

On the following operations, interior or exterior, the ratio of carpenters' assistants to carpenters shall not exceed two (2) carpenters' assistants to one (1) carpenter:

1. Composition Floors - Matching, cutting, placing, lining and leveling.
2. Forms For Finished Concrete Surfaces - Cutting, placing, lining, leveling, shoring and bracing.

C. SUB-SURFACE WORK, AND FRAMING

On the following operations, interior and exterior, the ratio of carpenters' assistants to carpenters shall not exceed four (4) carpenters' assistants to one (1) carpenter:

1. Forms And Screeds For Concrete Which Is To Be Covered With, Or Protected By Other Materials - Unexposed - Cutting, placing, lining, leveling, shoring and bracing.
2. Forms For Sub-Grade, Unexposed Surfaces And Surfaces Which Do Not Require A Smooth Finish - Cutting, placing, lining, leveling and bracing.
3. Sub-Floors And Sheathing - Cutting and placing.
4. Floor, Ceiling, Wall And Roof Support Systems Including Joists, Studs And Trusses, And All Similar Framing - Cutting, placing, lining, leveling and bracing.

D. REMOVAL OF FORMS (STRIPPING), ELEVATORS AND CONSTRUCTION TOWERS

1. When They Are To Be Re-Used.

On such operations the ratio of carpenters' assistants to carpenters shall not exceed four (4) carpenters' assistants to one (1) carpenter.

2. When Shores Or Braces Are To Be Temporarily Left In Place To Support Beams, Arches Or Floors.

On such operations, the ratio of carpenters' assistants to carpenters shall not exceed four (4) carpenters' assistants to one (1) carpenter.

**E. SCAFFOLDING, CONSTRUCTION ELEVATORS AND TOWERS-
cutting, placing, shoring, leveling, plumbing, lining
and bracing.**

On such operations the ratio of carpenters' assistants to carpenters shall not exceed four (4) carpenters' assistants to one (1) carpenter.

F. REMOVAL OF FORMS AND SCAFFOLDING

1. When forms are not to be re-used, and when no shores or braces are to be left in place, stripping may be done by laborers, who must in all cases, be supervised by competent foremen or skilled carpenters.

2. Scaffolding and construction towers which are not to be re-used may be removed by laborers, who must in all cases, be supervised by competent foremen or skilled carpenters.

CAUTIONS

1. The laying out and direction of all carpentry work scheduled under this section, sub-sections A to E inclusive, shall be done by skilled carpenters.

2. Each and every workman who performs any of the operations scheduled under this section, sub-sections A to E inclusive, without being directly and constantly supervised by skilled carpenters, shall receive the wage rate for skilled carpenters.

SECTION II - PERMANENT STRUCTURES NOT CLASSED AS BUILDINGS (ENGINEERING CONSTRUCTION) - CLASSIFICATION OF OPERATIONS

Carpentry work on subways, tunnels, underpasses, viaducts, bridges, arches, culverts, headwalls, subway stations, manholes, sewers, ducts, transformer houses, towers, chimneys, drains, spillways, flumes, dams, seawalls, docks, wharves, piers, retaining walls, tanks, pipelines and similar structures not covered by specific classifications, shall be divided into the following general classifications:

A. WOOD FORMS FOR CONCRETE - EXPOSED OR UNEXPOSED SURFACES

1. Finished Surfaces.

When the specifications require smooth or finished surfaces, such as to necessitate the use of dimensioned lumber, regardless of whether such surfaces are to be painted, pointed, rubbed or polished, forms therefor shall be made and erected by skilled carpenters, who may be assisted by carpenters' assistants in a ratio not to exceed two (2) carpenters' assistants to one (1) carpenter. The cutting and placing of shores and braces, and all centering, lining and leveling shall be considered as a part of the erection.

2. Unfinished Or Rough Surfaces

When the specifications require only reasonably smooth (unfinished) surfaces, such as are normally permitted in the interior of sewers, subways and tunnels, and the exterior surfaces of dams, retaining walls, seawalls, abutments, piers and similar structures; regardless of whether the lumber therefor is finished or rough, dimensioned or irregular, the forms shall be made and erected by skilled carpenters, who may be assisted by carpenters' assistants in a ratio not to exceed four (4) carpenters' assistants to one (1) carpenter. The cutting and placing of shores and braces and all centering, leveling and lining shall be considered as a part of the erection.

3. Exceptions - Form Setting

(a) Semi-skilled craftsmen designated as "Form Setters" are often employed on various types of engineering structures, and are paid the semi-skilled wage rate.

"Form Setters" may replace "Carpenters' Assistants" in the assembling and erection of fabricated (sectional) forms coming within the category outlined in the preceding paragraph. They shall not be permitted to replace "Carpenters' Assistants" in the assembling and erection of forms coming within the category outlined in paragraph 1 (Finished Surfaces).

(b) Specialized foremen may be permitted to replace skilled carpenters in the assembling and erection of fabricated (sectional) forms coming within the category outlined in paragraph 2. (Unfinished Or Rough Surfaces).

(c) When fabricated (sectional) forms of the category outlined in paragraph 2 are assembled or erected by "form setters" under the direction of specialized foremen, the ratio of "form setters" to foreman may vary according to the type and extent of the work, and the conditions under which it is being done. The maximum ratio in such cases, to be determined by the State Engineer prior to advertising for bids. It shall be distinctly understood that "form setters" are not to replace "carpenters' assistants" in the fabrication of forms, regardless of whether such forms are built in place, or in sections.

B. WOOD STRUCTURES

When such structures are wholly or partially constructed of wood, the craftsmen engaged in such wood work are usually covered by special classifications (designations.)

In any event the ratio of semi-skilled workmen to skilled journeymen shall depend upon the finish and/or precision required, and established practice.

In order that bidders may have fixed maximums upon which to base their computations, the following rules may be safely followed:

1. STRUCTURES DESIGNED FOR THE DISTRIBUTION, TRANSPORTATION OR RETENTION (STORAGE) OF WATER OR OTHER LIQUIDS

Such structures require precision in fabrication and erection. The ratio of semi-skilled workmen to skilled journeymen shall, therefore, not exceed two (2) semi-skilled to one (1) skilled.

2. PRECISE FRAMING

Accurate joining, shaping, mortising, drilling, or splicing shall be done by skilled journeymen.

3. ORDINARY FRAMING

Framing comparable with that outlined in paragraph 4, subsection c, section I - Permanent Building Construction, shall be done by skilled journeymen, who may be assisted by semi-skilled workmen in a ratio not to exceed four (4) semi-skilled to one (1) skilled.

4. SHEATHING, FLOORING, BULKHEADING AND DECKING (FINISHED AND UNFINISHED)

- (a) When the specifications require finished work and accurate cutting, dimensioning or joining, the ratio of semi-skilled workmen to skilled journeymen shall not exceed one (1) to one (1).
- (b) When the specifications require finished work, but no unusual degree of accuracy in placing, the ratio of semi-skilled workmen to skilled journeymen shall not exceed two (2) semi-skilled to one (1) skilled.
- (c) When the specifications require rough work only, and no specified degree of accuracy in placing, the ratio of semi-skilled workmen to skilled journeymen may vary according to the type of work and conditions under which it is to be done. Such work must, however, be supervised and directed by skilled journeymen in all cases. In such cases, the State Engineer shall determine the maximum ratio of semi-skilled workmen to skilled journeymen prior to advertising for bids.

SECTION III - TEMPORARY STRUCTURES - CLASSIFICATION OF OPERATIONS

A. Structures Which Are Auxiliary To Construction Operations On Permanent Structures.

1. When such structures are to be removed upon completion of the job or project:

Field offices, watchmen shacks, tool houses, tool boxes, storehouses, barricades, fences, bridges and crossings, skidways, platforms, ramps, bins, troughs, drains, and similar structures may be fabricated and/or erected by carpenters' assistants. Such work may or may not be supervised by skilled carpenters. Borrowers and/or contractors may use their discretion in such cases.

2. When such structures are to remain after completion of the job or project, and be used for purposes other than those for which they were primarily constructed:

Structures such as those mentioned in the preceding paragraph, shall be fabricated and/or erected by skilled carpenters, who may be assisted by carpenters' assistants in a ratio not to exceed four (4) carpenters' assistants to one (1) carpenter.

3. The demolition of temporary structures may be done by workmen of whatever designation the borrower or contractor considers most equitable.

GENERAL PRINCIPLES TO GOVERN THE APPLICATION OF THE CLASSIFICATION OF LABOR ON "OPEN-SHOP" CARPENTRY WORK

1. The foregoing ratios of semi-skilled workmen to skilled journeymen are the maximums that will be permitted on PWA projects, and have been established so as to permit flexibility conformable with the economic and social conditions existing in different communities, and the qualifications for craftsmanship required by PWA.

2. State Engineers may reduce such ratios to conform to established trade practice in the community in which the project is being constructed. He may also reduce such ratios to accommodate local economic and social requirements and in the determination of such reductions the following factors shall be taken into consideration:

- (a) It is not intended that semi-skilled workmen shall be employed in the maximum ratios prescribed herein, to the exclusion of available skilled journeymen. Neither is it intended that non-resident skilled journeymen shall be imported from other localities to the exclusion of available resident semi-skilled workmen, before the maximum ratios permitted herein have been reached
- (b) The ratio of semi-skilled workmen to skilled journeymen shall, when not contrary to established trade practice

and the maximum ratios prescribed herein, be the same as the ratio of local unemployed semi-skilled workmen to local unemployed skilled journeymen.

- (c) No individual can become proficient (skilled) in any craft without being given an opportunity to perform the work of the craft. It is not the purpose of this Administration to deny workmen the opportunity of learning a trade. State Engineers are therefore requested to carefully consider this factor in the determination of maximum ratios of semi-skilled workmen to skilled journeymen on "open-shop" work.

3. The provisions of this order shall become effective January 1, 1935, and shall apply thereafter to all "open-shop" work on PWA non-Federal projects, with the following exceptions:

- (a) The provisions of existing contracts shall take precedence over the provisions of this order when such provisions are in direct conflict.
- (b) Contracts awarded on bids submitted prior to the date upon which the provisions of this order become available to bidders shall be considered in the same category as existing contracts.

4. The State Engineer shall, if he deems that different ratios are justifiable in any given community other than those herein established, determine such ratios for projects about to be advertised, advising the corresponding borrowers accordingly and requiring that all bidders be uniformly advised.

Philip B. Fleming
Acting Deputy Administrator.

P. W. 33997

FEDERAL EMERGENCY ADMINISTRATION OF
PUBLIC WORKS

May 11, 1935

TO EMPLOYEES ON P. W. A. PROJECTS:

No claim of workmen for adjustment in wages will be considered by the Public Works Administration unless the Public Works Administration is notified of the claim either by letter to Washington or by complaint to the P. W. A. Engineer Inspector within 10 days from the pay day upon which the claimant has received the wages which are claimed to have been paid in violation of the regulations.

The Board of Labor Review in Washington will consider claims filed at any time up to 10 days after the completion of the work called for in the contract of the employer of the claimant.

HAROLD L. ICKES

Administrator.

MODIFIED STANDARD FORM OF AGREEMENT

As Adopted By

THE TEXAS SECTION OF THE AMERICAN SOCIETY OF CIVIL ENGINEERS

STATE OF TEXAS

COUNTY OF TARRANT

THIS AGREEMENT, Made and entered into this 17th day of December, A. D. 1935, by and between Tarrant County Water Control and Improvement District Number One of the City of Fort Worth, County of Tarrant, and State of Texas, Party of the First Part, hereinafter termed OWNER, and Burkes Bros. a partnership composed of Charles E. Burkes & James Burkes of the City of Fort Worth, County of Tarrant and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows: New levees on the west side of the Clear Fork of the Trinity River through Trinity Park from Sta. 0 / 00 on Line A to Sta. 56 / 55 on Line A at the West Seventh Street Viaduct, the raising of existing levees on the westerly side of the Clear Fork and the West Fork of the Trinity River along Line A from the West Seventh Street Viaduct to Sta. 155 / 70 near the Burleson-Twelfth Street Bridge on the West Fork of the Trinity River, the raising of the levees along the West Fork of the Trinity River, the raising of the levees along the northerly side of the West Fork of the Trinity River along Line B from Station 0 / 00 at the end of the levee near the Oakwood Cemetery to Sta. 46 / 08 at the Texas Electric Service Company power plant near the Paddock Viaduct over the Trinity River, and the complete remodeling of three gate structures on Line A (Sta. 44 / 70, 105 / 00, and 146 / 55), and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement; and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with all the General Conditions of the Agreement, and in accordance with the plans, which includes all maps, plats, blue prints and other drawings and printed or written explanatory matter thereof, and

the specifications therefor, as prepared by Hawley and Freese, herein entitled the ENGINEER, each of which has been identified by the endorsement of the CONTRACTOR AND THE ENGINEER thereon, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Construction Bond hereto attached, all of which are made a part hereof and collectively evidence and constitute the entire contract.

All work to be done on the project shall be subject to the following rules and regulations adopted by the Federal Emergency Administrator of Public Works (herein called the "Administrator") to carry out the purposes and control the administration of Title 11 of the Act which rules and regulations shall be incorporated verbatim in all construction contracts for work on the project.

1. (a) Convict labor. No convict labor shall be employed on the project, and no materials manufactured or produced by convict labor shall be used on the project.

(b) Thirty-hour week. Except in Executive, Administrative and Supervisory positions, so far as practicable and feasible in the judgment of the Government Engineer, no individual directly employed on the project shall be permitted to work more than eight hours in any one day nor more than thirty hours in any one week; ~~PROVIDED, That this clause shall be construed to permit working time lost because of the inclement weather or unavoidable delays in any one week to be made up in the succeeding twenty days.~~

(c) No work shall be permitted on Sundays or legal holidays except in cases of emergency.

2. (a) Wages. All employees directly employed on this work shall be paid just and reasonable wages which shall be compensation sufficient to provide, for the hours of labor as limited, a standard of living in decency and comfort. Such wages shall in no event be less than the minimum hourly wage rates for skilled and unskilled labor prescribed by the Administrator for the zone or zones in which the work is to be done, viz:

Skilled labor	\$.80
Unskilled labor	.30

LABOR CLASSIFICATION AND MINIMUM WAGE SCALE

After consultation with representatives of contractors' associations, general building trade unions, and other interested in the employment of labor on construction projects, the following Labor Classification and Minimum Wage Scale was prepared and is submitted to apply in the State of Texas to Public Works Projects, as meeting with the general approval of the organizations above referred to:

SKILLED MECHANICS, WHOSE MINIMUM RATE SHALL BE \$1.00 PER HOUR:

Acetylene Cutter	Lather - Metal
Welder	Wood
Arc Welder	Machinist
Asbestos Worker	Machine Setters
Asphalt Plant Engineer	Marble Setter
Blacksmith	Mason-Stone
Blastor (Powderman)	Metal Trim Worker
Boilermaker	Millwright
Cable Splicer	Operators:
Caulker - Boat, Steel Plate or Building openings	Crane-Drumline-Clamshell
Cork Layer - Refrigeration	Crane-Locomotive
Divers (Bellman)	Crusher Plant Engineer
Dock & Wharf Builders	Dredge
Electrician:	Ditching-Trenching Machine
Fixtures	Excavator & Hoisting
Maintenance	Fireman (on Well Drilling Rig)
Linemen	Hoisting Engineer-
Elevator Constructor	Industrial Locomotive
Gas Fitters	Mixer Operator (over 7 bags)
Glazier - Art Glass	Motorized Equipment
Iron Worker - Structural	Pile Driver Engineer
Ornamental	Pile Driver (Pile Placer)
Riggers	Power Shovel
Tank Erector	Saw Mill or Power saw
Roofer - Composition	Stationary Plant
Sheet Metal	Painter - Paperhanger
Slate & Tile	Plasterer
Riggers	Pipe Layer or Working Foreman (in charge of pipe laying gang)
Sheet Metal Worker	Stair Builder
Steeplejack	Steam and/or Pipe Fitter
Structural Steel Elevated Tanks under 500,000 gallon workmen above ground	Stone Cutter-Ornamental
Well Drillers - Diamond Point	Terrazzo and/or Tile Layers
	Tool Dresser
	Waterproofers

SKILLED MECHANICS, WHOSE MINIMUM RATE SHALL BE \$0.80 PER HOUR:

Bricklayer-Building	Gurb Setter - Stone
Sewer	Form Setter - Buildings
Manhole	Steel Form-Building
Carpenter -Finish	Dams, Bridges
Forms - Building	Plumber
Rough	Reinforcing Steel Worker
Reinforcing Steel Placers and/or Tiers - Concrete Dams costing over \$20,000.	Building Construction
Arch Bridges (10 ft. span and more)	

SEMI-SKILLED WORKERS
(Rates per hour)

Apprentices (all trades)			
First year	.40		
Second year	.50		
Third year	.60		
Asphalt Plants:			
Dust Handler	.40		
Soreen man	.40		
Baker	.40		
Shovelor	.40		
Tempor -Smother	.40		
Bercklayer -Street Paving	.60		
Calsson Laborer - Under air	.70		
Locktender	.60		
Carpenter's Assistant	.55		
Caulker-Pipe, Water or Gas	.50		
Cement Finishers -Dams, Bridges			
Highway Culverts, Paving (no brovel)	.50		
Cofferdam-Dock Builders	.65		
Dredging-Plyman Oilers	.60		
Electrician's Helper	.50		
Elevator Constructor's Helper	.50		
XXXXXXXXXX			
Form Setter-Curb & Gutter	.50		
Steel-Sewers	.50		
Highways	.50		
Gas Fitter's Helper	.50		
Grader-Pine Grader, Dumpman	.50		
Handyman	.50		
Hod Carrier	.45		
Hydrant or Valve Better: Water and/or gas	.50		
House Mover	.60		
Kettleman-Asphalt, Pipe Joint- ing material and/or tar for roofing	.50		
Labor Foreman	.55		
Plyman	.40		
Reinforcement Placer and/or Tier-Pavement, Bridges (all bridges except types noted under "Skilled Classification") Dam Concrete (all types) costing \$20,000 or less	.60		
		Leader - Two wheel scraper	.40
		Freese Four up	
		Freese less than four up and slip scraper	.35
		Mechanist's Helper	.40
		Mortar Mixer (Brick & Plaster Operator)	.45
		Air Compressor (Tunnel and/or Calsson)	.55
		Air Compressor	.55
		Bituminous Mixer and/or Distributor	.65
		Bull Doser Tractor	.60
		Tractor Operator	.60
		Cement Finisher (Paving)	.50
		Cement Gun	.50
		Elevated Grader	.60
		Finishing Machine (Concrete) or Ferraso Pierman; Open cut (Demol)	.50
		Funnel Line Drill	.40
		Jackhammer and/or drill runner	.50
		Machine Road Grader	.60
		Mixer - over 108 under 278	.50
		10-S-10-B or smaller Oiler and/or Greaser	.50
		Oil Sprayer	.40
		Paving Joint Machine	.60
		Power Shovel Pitman Pump	.40
		Roller-Bituminous and/or road	.55
		Truck-1½ ton and/or over Under 1½ ton	.60
		Winchman (Migger head)	.45
		Pipe fitter (Not in charge of pipe laying gang)	.35
		Pipe layer (Not in charge of pipe laying gang)	.40
		Pipe joint (material) Worker Rodb - Jar & Dravel	.50
		Hop man	.50
		Kougnack (on well drilling rig)	.50
		Shorer, Trench, Bracing, Etc.	.45
		Tanner-More than three up	.50
			.40

SEMI-GRILLED WORKERS CONT'D

70	Tunnel laborer	70	Setting laborer
	Under air	70	laborer who delivers
	Load tender	60	material to a mechanic
	Knacker and/or sand hog	40	as the last operation
	Waterproofor woman	50	prior to installation
	Window cleaner	35	or assist mechanic
	Farmer	50	without using tools on
			Union projects

UNSKILLED WORKERS

30	Camp Assistant, Etc. under 30 hrs.	30	Pipe Handler (Water-Gas)
	Per week \$.30		Roundabout & Bolt Revolve
	30 to 40 hrs. per		(on well drilling rig)
	week \$12.00 per week		Teamsters - Less than four up
	Culson laborer (open)	30	Watson (under 30 hrs. per week)
	Common laborer	30	Waterboy, Messenger, Cook,
			30 to 40 hrs. per week,
			\$10.00 per week, over 40
20			hours per week

CLERICAL FORCE

30	Clerical Force - Under 30 hours	30 to 40 hours
12.00	per hour	weekly

CONSTRUCTION REGULATIONS

All work to be done on the project shall be subject to the following rules and regulations adopted by the Federal Emergency Administrator of Public Works (herein called the "Administrator") to carry out the purposes and control the administration of the Act, which rules and regulations shall be incorporated verbatim in all construction contracts (except subcontracts) for work on the project:

1. (a) Convict labor.

No convict labor shall be employed on the project, and no materials manufactured or produced by convict labor shall be used on the project unless required by law.

(b) Thirty-hour week.

Except in executive, administrative, and supervisory positions, so far as practicable and feasible in the judgment of the State Director, no individual directly employed on the project shall be permitted to work more than 8 hours in any 1 day nor more than 30 hours in any 1 week: ~~PROVIDED, That this clause shall be construed to permit working time lost because of inclement weather or unavoidable delays in any 1 week to be made up in the succeeding 20 days.~~

2. Wages and Pay Rolls.

(a) There shall be paid each employee engaged in the trade or occupation listed below not less than the hourly wage rate set opposite the same, Namely:

"If after the award of this contract it becomes necessary to employ any person in a trade or occupation not herein listed, such person shall be paid not less than such hourly rate of wage, fairly comparable to the above rates, as shall be approved by the State Director, and such minimum wage rate shall be retro-active to the time of the initial employment of such person in such trade or occupation."

"Employees of the applicant may be paid in accordance with Civil Service or other statutory or charter provisions without regard to any rates which may be written into a construction contract for work on the Project under Paragraph 2 (2)."

"Wage Rates.—Minimum or other wage rates required to be predetermined by State law or local ordinance shall be predetermined in accordance therewith, and incorporated in the appropriate contract documents. In the absence of applicable law or ordinance, the applicant shall predetermine minimum wage rates, in accordance with customary local rates, for all the trades and occupations to be employed on the Project, and submit such rates to the State Director for approval before incorporating them in the appropriate contract documents.

"If, in the opinion of the State Director, work of any specific type has generally been done under union conditions in the political subdivision in which the Project is to be constructed, the State Director may disapprove any rate to be paid on such type of work, other than a rate predetermined under law or ordinance, if it is less than the present prevailing union rate."

(b) All employees shall be paid in full not less often than once each week and in lawful money of the United States, unless otherwise permitted by the State Director, in the full amount accrued to each individual at the time of closing of the pay roll, which shall be at the latest date practicable prior to the date of payment, and there shall be no deductions or rebates on account of goods purchased, rent, or other obligations, but such obligations shall be subject to collection only by legal process: PROVIDED, HOWEVER, That this clause shall not be construed to prohibit the making of deductions for premiums for compensation and medical-aid insurance, in such amounts as are authorized by the laws of _____ Texas to be paid by employees, in those cases in which, after the making of the deductions, the wage rates will not be lower than the minimum wage rates herein established.

(c) A clearly legible statement of all wage rates to be paid the several classes of labor employed on the work, together with a statement of the deductions therefrom for premiums for workmen's compensation and/or medical aid insurance authorized by the laws of _____ Texas,

should such deductions be made, shall be posted in a prominent and easily accessible place at the site of the work, and there shall be kept a true and accurate record of the hours worked by and the wages, exclusive of all authorized deductions, paid to each employee, and the Government Inspector shall be furnished with a sworn statement thereof on demand.

3. (a) Labor preferences.

Preferences shall be given, where they are qualified, to ex-service men with dependents, and then in the following order:

(1) To citizens of the United States and aliens who have declared their intention of becoming citizens, who are bona fide residents of (political subdivision and/or county) Tarrant County Texas and (2) to citizens of the United States and aliens who have declared their intention of becoming citizens, who are bona fide residents of (State, Territory, or district) Texas PROVIDED, That these preferences shall apply only where such labor is available and qualified to perform the work to which the employment relates.

(b) Employment services--To the fullest extent possible, labor required for the project and appropriate to be secured through employment services shall be chosen from the lists of qualified workers submitted by local employment agencies designated by the United States Employment Service: PROVIDED, HOWEVER, That union labor, skilled and unskilled, shall not be required to register at such local employment agencies but, if such labor is desired by the employer, shall be secured in the customary ways through recognized union locals. In the event, however, that employers who wish to employ union labor are not furnished with qualified union workers by the union locals which are authorized to furnish such labor residing in the locality within 48 hours (Sundays and holidays excluded) after request is filed by the employer, all labor shall be chosen from lists of qualified workers submitted by local agencies designated by the United States Employment Service. In the selection of workers from lists prepared by such employment agencies and union locals, the labor preferences provided in section (a) of this paragraph 3 shall be observed, and preference shall be given to those unemployed at the date of registration who, at the date of selection, have no other available employment.

(c) Collective bargaining.--Employees shall have the right to organize and bargain collectively through representatives of their own choosing, and shall be free from the interference, restraint, or coercion of employers of labor, or their agents, in the designation of such representatives or in self-organization or in other concerted

activities for the purpose of collective bargaining or other mutual aid or protection. No employee and no one seeking employment shall be required as a condition of employment to join any company union or to refrain from joining, organizing, or assisting a labor organization of his own choosing.

4. Human labor.

The maximum of human labor shall be used in lieu of machinery wherever practicable and consistent with sound economy and public advantage; and to the extent that the work may be accomplished at no greater expense by human labor than by the use of machinery, and labor of requisite qualifications is available, such human labor shall be employed.

5. Insurance.

The contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner and the State Director, nor shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

(a) Compensation insurance.--The contractor shall take out and maintain during the life of this contract adequate Workmen's Compensation Insurance for all his employees employed at the site of the project and, in case any work is sublet, the contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for the latter's employees, unless such employees are covered by the protection afforded by the contractor. In case any class of employees engaged in hazardous work under the contract at the site of the project is not protected under the Workmen's Compensation statute, or in case there is no applicable Workmen's Compensation statute, the contractor shall provide, and shall cause each subcontractor to provide, Workmen's Compensation for the protection of his employees not otherwise protected.

(b) Public liability and property damage insurance.--The contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damages for personal injury, including wrongful death, as well as from claims for property damages, which may arise from operations

**DUPLICATE OF BINDER UF-298732
THE TRAVELERS INSURANCE COMPANY
THE TRAVELERS INDEMNITY COMPANY
THE TRAVELERS FIRE INSURANCE COMPANY**

HARTFORD, CONNECTICUT

No. UF

Binder Schedule 298734
Charles E. Barker and James Barker
(For Binder Conditions and Coverage by Respective Companies see reverse side)

1. Employer or Assured Barker Bros. Co.
2. P. O. Address Fort Worth, Texas
3. Location of Risk Tarrant County and elsewhere in the
4. Description of Risk State of Texas
Workmen's Compensation Ins., Contractors' Public
Liability Ins., Contractors' Protective Lia-
bility Ins. and Property Damage Insurance
5. No insurance is provided by this binder under any policy form not indicated below by the designating letter or letters therefor.

POLICY FORMS ISSUED BY THE TRAVELERS INSURANCE COMPANY			
6. (a) Compensation		7. Public Liability for Personal Injuries (All Lines)	
Policy Form	Limits	Policy Form	Limits
(a) UB	Unlimited	DE	One Person \$25,000
(b)	One Person \$	CP	One Accident \$50,000
	One Accident \$		One Person \$
			One Accident \$

POLICY FORMS ISSUED BY THE TRAVELERS INDEMNITY COMPANY			
8. Automobile		9. (a) Steam Boiler (b) Machinery	
Policy Form	Limit	Policy Form	Limit
	\$		\$
Collision	Deductible	(a)	\$
Plate Glass	All policies	(b)	\$
			one year from date

POLICY FORMS ISSUED BY THE TRAVELERS FIRE INSURANCE COMPANY			
10. Liability for Property Damage not otherwise designated		11. Plate Glass (except automobile)	
Policy or Certificate Form	Limit	Policy Form	Indicate Number of Plates and Largest Size in Item 4 above
PXX	\$10,000		
			Total Amount of Insurance
			\$
			If insurance is sub-divided so indicate in Item 4 above

POLICY FORMS ISSUED BY THE TRAVELERS FIRE INSURANCE COMPANY			
13. Automobile		Liability for Property Damage	
Policy Form	Limit	Policy Form	Limit
	\$		\$
			Deductible

Effective date and hour 12-27-35 10AM. Agent or Broker Jess Johnston Co
Date issued 12-27-35 10AM. Office Ft. Worth, Texas

Executed for THE TRAVELERS INSURANCE COMPANY
Executed for THE TRAVELERS INDEMNITY COMPANY
Executed for THE TRAVELERS FIRE INSURANCE COMPANY

By Jess Johnston
ORIGINAL

under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than \$5,000⁰⁰ for injuries, including wrongful death, to any one person, and, subject to the same limit for each person, in an amount not less than \$20,000⁰⁰, on account of one accident, and Property Damage Insurance in an amount not less than \$10,000⁰⁰.

Provided, however, that the Owner, with the approval of the State Director, may accept insurance covering a subcontractor in character and amounts less than the standard requirements set forth under this subparagraph (b) where such standard requirements appear excessive because of the character or extent of the work to be performed by such subcontractor.

(c) The following special hazards shall be covered by rider or riders to the policy or policies required under subparagraph (b) hereof or by separate policies of insurance in amounts as follows:

----- (None) -----

6. Persons entitled to benefits of labor provisions.

There shall be extended to every person who performs the work of a laborer or of a mechanic on the project or on any part thereof the benefits of the labor and wage provisions of this contract, regardless of any contractual relationship between the employer and such laborer or mechanic. There shall be no discrimination in the selection of labor on the ground of race, creed, or color.

7. Withholding payment.

The Owner may withhold from the contractor so much of accrued payments as may be necessary to pay to laborers or mechanics employed on the work the difference between the rate of wages required by this contract to be paid to laborers or mechanics on the work and the rate of wages actually paid to such laborers or mechanics.

8. Accident prevention.

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable

laws, building and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable law or regulation.

9. Domestic materials.

In the performance of this contract the contractor, subcontractors, materialmen, or suppliers shall use only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States, except, unless otherwise required by law, foreign materials, articles, or supplies may be purchased if the foreign materials, articles, or supplies are lower in cost after the following differentials are applied in favor of domestic articles, materials, or supplies:

On purchases where the foreign bid is \$100 or less, a differential of 100% will apply;

On purchases where the foreign bid exceeds \$100, but is less than \$10,000, a differential of 25% will apply;

On purchases where the foreign bid is \$10,000 or more, a differential of 15% will apply.

10. (a) Inspection.

The Administrator, through his authorized agents, shall have the right to inspect all work as it progresses, and shall have access to all pay rolls, records of personnel, invoices of materials, and any and all other data relevant to the performance of this contract. The contractor shall submit to the Administrator, through his authorized agents, the names and addresses of all personnel and such schedules of the cost of labor, costs and quantities of materials, and other items, supported as to correctness by such evidence, as, and in such form as, the Administrator, through his authorized agents, may require. The submission and approval of said schedules, if required, shall be a condition precedent to the making of any payment under the contract.

(b) Facilities shall be provided as set forth in the specifications for the use of the Government Inspector.

11. Reports.

The contractor and each subcontractor shall report on forms to be furnished by the United States Department of Labor, the number of persons on their respective pay rolls directly connected with the project, the aggregate amounts of such pay rolls, and the man-hours worked, wage scales paid to the various classes of labor, and the total expenditures for materials. Forms will be supplied by the Department of Labor on the 15th of each month. The reports will cover all pay rolls from the 15th of the previous month to the 15th of the current month. One copy of each of such monthly reports is to be furnished to the State Director, one to the Division of Economics and Statistics, P. W. A., and one to the United States Department of Labor, prior to the 5th day of the following month. The contractor shall also furnish to the Owner, to the State Director, and to the United States Department of Labor the names and addresses of all subcontractors on the work at the earliest date practicable.

12. (a) Payment for materials and utility services.

There shall be provided all necessary materials, tools, and other expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner the work provided for in this contract. Except as otherwise approved in writing by the State Director, such services shall be paid for in full within one month after the services are rendered, and all materials, tools, and other expendable equipment shall be paid for within one month after delivery to the project, to the extent of 90 percent of the cost thereof to the purchaser, and the remaining 10 percent shall be paid within 30 days after completion of that part of the work in or on which such materials, tools, and other equipment are incorporated or used.

(b) Payment of subcontractors.--In the absence of other provisions in this contract more favorable to the subcontractor, the contractor shall pay each subcontractor, within 5 days after each payment made to the contractor, the amount allowed the contractor for and on account of the work performed by the subcontractor, to the extent of the subcontractor's interest therein.

13. Signs.

The contractor shall furnish signs bearing the legend:

"FEDERAL PUBLIC WORKS PROJECT NO. 5984

as required in the specifications and shall erect the same at such locations as may be designated by the Government Inspector.

14. Observance of rules.

All reasonable requirements which the Administrator or his authorized agents may make toward the effectuation of the matters covered in these Construction Regulations shall be observed in the performance of the work.

15. Subcontracts.

Paragraphs 1 to 4 inclusive, 6, 8 to 15 inclusive, 18, the Regulations Issued Pursuant to So-called "Kick Back Statute" and Section 35 of the Criminal Code, as amended, shall be inserted verbatim in all construction subcontracts under this contract.

16. Assignment of contract.

The contractor shall not assign this contract or any part hereof without the approval of the Owner and State Director, nor without the consent of surety unless the surety has waived its right to notice of assignment.

17. Termination for breach.

In the event that any of the provisions of this contract are violated by the contractor or by any of his subcontractors, the Owner may, subject to the approval of the State Director, and shall, upon request of the Administrator, serve written notice upon the contract, such notice to contain the reasons for such intention to terminate the contract, and, unless within 10 days after the serving of such notice upon the contractor such violation shall cease and satisfactory arrangement for correction be made, the contract shall, upon the expiration of said 10 days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the surety and the contractor, and the surety shall have the right to take over and perform the contract, provided however, that if the surety does not commence performance thereof within 30 days from the date of the mailing to such surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract for the account and at the expense of the contractor, and the contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefor.

18. Definitions.

The term "Act" as used herein refers to Title II of the National Industrial Recovery Act. The term "State Director" as used

herein refers to the State Director (P. W. A.) or his duly authorized representative, or any person designated to perform his duties or functions under this agreement by the Administrator. The term "Government Inspector" as used herein refers to State engineer inspectors, resident and assistant resident engineer inspectors, and supervising engineers, appointed by the Administrator. The term "materials" as used herein includes, in addition to materials incorporated in the project used or to be used in the operation thereof, equipment and other materials used and/or consumed in the performance of the work. The term "Owner" as used herein refers to the public body, agency, or instrumentality which is a party hereto and for which this contract is to be performed.

REGULATIONS ISSUED PURSUANT TO SO-CALLED
"KICK-BACK STATUTE"

Pursuant to the provisions of Public Act No. 324, Seventy-third Congress, approved June 13, 1934 (48 Stat. 948), concerning rates of pay for labor, the Secretary of the Treasury and the Secretary of the Interior hereby jointly promulgate the following regulations:

Section 1. Said Act reads as follows:

To effectuate the purpose of certain statutes concerning rates of pay for labor, by making it unlawful to prevent anyone from receiving the compensation contracted for thereunder, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That whoever shall induce any person employed in the construction, prosecution, or completion of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, or in the repair thereof to give up any part of the compensation to which he is entitled under his contract of employment, or by any other manner whatsoever, shall be fined not more than \$5,000, or imprisoned not more than five years, or both.

Sec. 2. To aid in the enforcement of the above section, the Secretary of the Treasury and the Secretary of the Interior jointly shall make reasonable regulations for contractors or subcontractors

On any such building or work, including a provision that each contractor and subcontractor shall furnish weekly a sworn affidavit with respect to the wages paid each employee during the preceding week.

Section 2. Each contractor and subcontractor engaged in the construction, prosecution, or completion of any building or work of the United States or of any building or work financed in whole or in part by loans or grants from the United States, or in the repair thereof, shall furnish each week an affidavit with respect to the wages paid each employee during the preceding week. Said affidavit shall be in the following form:

State of _____

County of _____, ss:

I, _____ (name the party signing affidavit) _____ (Title), do hereby certify that I am (the employee of) _____ (name of contractor or subcontractor) who supervises the payment of the employee of said contractor (subcontractor); that the attached pay roll is a true and accurate report of the full weekly wages due and paid to each person employed by the said contractor (subcontractor) for the construction of _____ (project), for the weekly pay roll period from the _____ day of _____, 193____, to the _____ day of _____, 193____; that no rebates or deductions from any wages due any such person as set out on the attached pay roll have been directly or indirectly made; and that, to the best of my knowledge and belief, there exists no agreement or understanding with any person employed on the project, or any person whatsoever, pursuant to which it is contemplated that I or anyone else shall, directly or indirectly, by force, intimidation, threat, or otherwise, induce or receive any deductions or rebates in any manner whatsoever from any sum paid or to be paid to any person at any time for labor performed or to be performed under the contract for the above named project.

Sworn to before me this _____ day of _____, 193____.

Section 3. Said affidavit shall be executed and sworn to by the officer or employee of the contractor or subcontractor who supervises the payment of its employees.

Said affidavit shall be delivered, within three days after the payment of the pay roll to which it is attached, to the Government representative in charge at the site of the particular project in respect of which it is furnished, who shall forward the same promptly

to the Federal agency having control of such project. If no Government representative is in charge at the site, such affidavit shall be mailed within such three-day period to the Federal agency having control of the project.

Section 4. At the time upon which the first affidavit with respect to the wages paid to employees is required to be filled by a contractor or subcontractor pursuant to the requirements of these regulations, there shall also be filed in the manner required by Section 3 hereof a statement under oath by the contractor or subcontractor, setting forth the name of its officer or employee who supervises the payment of employees, and that such officer or employee is in a position to have full knowledge of the facts set forth in the form of affidavit required by Section 2 hereof. A similar affidavit shall be immediately filed in the event of a change in the officer or employee who supervises the payment of employees. In the event that the contractor or subcontractor is a corporation, such affidavit shall be executed by its president or a vice president. In the event that the contractor or subcontractor is a partnership, such affidavit shall be executed by a member of the firm.

Section 5. These regulations shall be made a part of each contract executed after the effective date hereof by the Government for any of the purposes enumerated in Section 2 hereof.

Section 6. These regulations shall become effective on January 15, 1935.

The clause in the pay roll affidavit which reads " * * * * * that the attached pay roll is a true and accurate report of the full weekly wages due and paid to each person employed by the said contractor * * * " is construed by the Public Works Administration to mean:

(a) Wages due are the wages earned during the pay period by each person employed by the contractor, less any deductions required by law.

(b) At the time of signing the affidavit, the wages due each employee have either been paid to him in full or are being held subject to claim by him.

(c) Such unpaid wages will be paid in full on demand of the employee entitled to receive them.

The clause " * * * * * that no rebates or deductions from any wages due any such person as set out on the attached pay roll have been directly or indirectly made" does not apply to any legitimate deductions mentioned above which enter into the computation of full weekly wages due.

The "Regulations Issued Pursuant to So-Called 'Kick-Back' Statute" shall not be construed to prohibit deductions required by law or deductions for health, sickness, unemployment, or other similar

benefits voluntarily authorized by permanent employees of equipment suppliers engaged in installation of the equipment at the site of the project.

P E N A L T Y.

Section 35 of the Criminal Code, as amended, provides a penalty of not more than \$10,000 or imprisonment of not more than 10 years, or both, for knowingly and willfully making or causing to be made "any false or fraudulent statements * * * or use or cause to be made or used any false * * * account, claim, certificate, affidavit, or deposition, knowing the same to contain any fraudulent or fictitious statement * * * " relating to any matter within the jurisdiction of any governmental department or agency.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete same within 225 working days after the date of the written notice to commence work.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract in accordance with the Proposal submitted therefor, subject to additions and deductions, as provided in the General Conditions of the Agreement, and to make payments on account thereof as provided therein.

IN WITNESS WHEREOF, The parties to these presents have executed this Agreement in quadruplicate in the year and day first above written.

Attest:

W. A. Dupling
As Secretary

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE,

BY: C. H. Brennan
As PRESIDENT

(Party of the first part) OWNER

Barker Bros.

By: B. E. Barker
(Party of the second part) CONTRACTOR

CONSTRUCTION BOND

STATE OF TEXAS)
 (
TARRANT COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, BARKER BROTHERS, a co-partnership composed of Charles E. Barker and James Barker (having our principal office in Fort Worth, Texas), as Principal, and TRINITY UNIVERSAL INSURANCE COMPANY, of Dallas, Texas (a corporation duly authorized under the laws of Texas to act as Surety on bonds for principals), as Surety, are held and firmly bound to pay unto TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE (a body politic and corporate, having its office in Fort Worth, Tarrant County, Texas), and to the sub-contractors, workmen, laborers, mechanics, and furnishers of all manner of equipment and material, as their interest may appear (all of whom shall individually and independently of said District, just as though each had been specifically named herein, either as the sole obligee, or as joint obligees, have the right to sue upon this bond), the penal sum of NINETY-NINE THOUSAND (\$99,000.00) DOLLARS, in lawful currency of the United States of America, for the payment of which, at Fort Worth, Texas, well and truly to be made, we hereby do bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

HOWEVER, THIS OBLIGATION IS INTENDED AS A BOND, which grows out of the fact that the above bound, BARKER BROTHERS, have on this the 17th day of December, 1935, entered into a written contract with said Tarrant County Water Control and Improvement District Number One for furnishing all materials, equipment, labor, fuels, water, supervision and all accessories needed for the construction of certain improvements, which

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are those improvements necessary for altering, remodelling and increasing the capacity of a levee system situated in the city of Fort Worth, Tarrant County, Texas, along the courses of the Clear Fork and the West Fork of the Trinity River. Said work is more particularly designated in said contract, and the specifications forming part thereof; all being hereto attached as part hereof and to the same effect as though incorporated herein.

NOW THEREFORE, if the above bound, BARKER BROTHERS, do well and faithfully perform said contract, do in all respects duly and faithfully observe and perform, all and singular, the covenants, conditions and agreements by said contract agreed and covenanted by said Barker Brothers to be observed and performed, in time, according to the true intent and meaning of said agreement, and the plans and specifications, which are to be considered as part hereof, and as well during any period of extension of said contract that may be granted by said Tarrant County Water Control and Improvement District Number One, as during the original term of said contract, and do well and truly pay all sub-contractors, workmen, laborers, mechanics, and furnishers of equipment and materials (to include, without limitation as to other materials, fuels and water) all monies to them owing by said Barker Brothers, for sub-contracts, equipment, work, labor and materials, utilized, or intended to be utilized, for the construction of said improvements, for the obligee herein, then this obligation shall be and become null and void; otherwise this obligation shall remain in full force and effect.

This obligation is further conditioned that the Owner and Contractor, without notice to, or consent of, the Surety, may agree, viz:

(1) To make changes in the terms of the contract under which this bond is executed (which contract hereby is made part hereof) and, or,

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to make changes in the character of the work to be done or the materials to be furnished under said contract, but such changes, for the purposes of this paragraph, shall be such changes as independently of other factors, will not cause the total cost of the work to be done, and, or, the materials to be furnished, by the Contractor to be increased to the Contractor by more than ten (10%) per centum of that which would, in the absence of any such change, have been the total completed cost to the Contractor:

(2) To make extensions of time for the performance of certain work, and, or, for performing the work as a whole:

(3) To exercise any other forbearance on the part of either the Owner or the Contractor:

Then, and in the event of the occurrence of any or all of such conditions, the Surety hereby expressly agrees to be and remain absolutely bound for guaranty of the full and faithful performance of said contract, as changed or modified, just as though no such change had been made; and further the Surety agrees to look wholly to the Contractor for notice or advice of any such change of conditions, and does, as to the Owner, its successors and assigns, absolutely waive notice of such changed condition, to the end that the Surety will in any such event be and remain firmly bound for the full and faithful performance of said contract, as the same now is, and, or, as the same may be modified or changed, within the increased total cost limits in paragraph (1) specified.

(4) In case the obligee, as Owner, shall have had actually delivered into its office in Fort Worth, Texas, written notice of any claim against the Contractor, and which may grow out of performance of the Contract

secured hereby, it shall be the duty of said Owner to withhold from the Contractors money sufficient to cover the claim, or claims, as to which such notice may have been served upon the Owner, until such time as such claim, or claims, may have been satisfied or until written consent for payment to the Contractors has been given by the Surety. In the absence of such notice of claims the Owner shall be authorized to pay to the Contractors or their assigns all sums which may lawfully become due and payable to the Contractors by the Owner hereunder, as and when the same may mature under the terms of said Contract, and the responsibility of the Surety shall not be diminished thereby.

The obligation of this bond shall extend to a period to be one year next after the acceptance of the work; provided, however, that the obligation of the Contractors and of the Surety on this bond, after final acceptance of the work shall be limited to the duty to make alterations, repairs, or replacements, any, or all, which may be necessary to remedy any defect in the materials furnished by, and, or, work done by, the Contractors. It is provided, however, that defects arising from errors in specifications or design, shall not be deemed to create any responsibility on the part of the Contractor, or the Surety.

IN WITNESS WHEREOF, the said BARKER BROTHERS (Contractor), have hereunto set their hands, and the said Surety has caused these presents to be executed by its duly authorized agent and officer, and its corporate seal to be hereunto affixed at Fort Worth, Texas, on this the 17th day of December, A. D. 1935.

PRINCIPAL:

Ø BARKER BROTHERS

(By

B. E. Barker

SURETY:

(TRINITY UNIVERSAL INSURANCE COMPANY,

By

J. M. Johnston

(ATTEST:

Attorney-in-fact

EDWARD T. HARRISON
PRESIDENT

TRINITY UNIVERSAL INSURANCE COMPANY



DALLAS, TEXAS

LIMITED POWER OF ATTORNEY

Know All Men by These Presents:

That the TRINITY UNIVERSAL INSURANCE COMPANY, a corporation of the State of Texas, in the City of Dallas, in said State, has made, constituted and appointed, and by these presents does hereby make, constitute and appoint

_____ J. M. JOHNSTON of FORT WORTH, TEXAS. _____

its true, sufficient and lawful attorney, with full power and authority to make, execute, attach its corporate seal thereto, and deliver, for it, in its name and in its behalf, as surety at Ft. Worth, Texas aforesaid, bonds, undertakings, or obligations as follows: _____

Bond on behalf of Barker Brothers of Fort Worth, Texas, in favor of C. A. Hickman, President Tarrant County Water Control & Improvement District No. 1, in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) in connection with contract for the construction of improvements to the levee system along the Clear Fork and West Fork of Trinity River in the City of Fort Worth, Texas. _____

hereby giving its said attorney full power and authority to do everything whatsoever requisite and necessary to be done for the purpose of making, executing and delivering such obligations as fully as the officers of said TRINITY UNIVERSAL INSURANCE COMPANY could do if personally present, and hereby ratifying and confirming all that its said attorney shall lawfully do or cause to be done by virtue hereof, but reserving to itself full power of substitution and revocation.

In Witness Whereof, the said TRINITY UNIVERSAL INSURANCE COMPANY has caused its corporate seal to be hereunto affixed and these presents to be duly executed by its proper officers at the City of Dallas on this 16th day of December, 1935.

TRINITY UNIVERSAL INSURANCE COMPANY

By

Karl G. Guedge
Secretary.

At a special meeting of the Board of Directors of the TRINITY UNIVERSAL INSURANCE COMPANY, held at the office of the Company, in the City of Dallas, Texas, on the sixteenth day of December, 1932, the following resolution was adopted:

"Resolved that the officers of this company be and they are hereby authorized and empowered to make, execute and deliver in behalf of the company unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing each such person its Attorney-in-fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surety, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertakings and as to limits of liability to be undertaken by the company, as said officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such powers of attorney may be restricted, to be in each instance specified in such Power of Attorney."

STATE OF TEXAS }
COUNTY OF DALLAS }

I, F. O. Harrison Secretary of TRINITY UNIVERSAL INSURANCE COMPANY, hereby certify that I have compared the foregoing resolution with the original thereof, as recorded in the Minute Book of said Company, and that the same is a correct and true transcript therefrom, and of the whole of said original resolution.

Given under my hand and the seal of the Company at the City of Dallas, this 16th day of December, 1935.
F. O. Harrison
Secretary.

STATE OF TEXAS }
COUNTY OF DALLAS }

On this day personally appeared before me, a Notary Public, in and for the County aforesaid, Hal A. Gullledge, who, being duly sworn by me, did depose and say that he is Secretary of the TRINITY UNIVERSAL INSURANCE COMPANY and he, as such Secretary does thereupon acknowledge and deliver the foregoing instrument of writing as and for the act and deed of the TRINITY UNIVERSAL INSURANCE COMPANY.

Witness my hand and seal, this 16th day of December, 1935.
H. A. Gullledge
Notary Public.

GENERAL CONDITIONS OF THE AGREEMENT

1. Owner. Whenever the word OWNER, or the expression Party of the First Part, or First

Party, are used in this contract, it shall be understood as referring to.....

**TARRANT COUNTY WATER CONTROL and
IMPROVEMENT DISTRICT NUMBER ONE**

2. Contractor. Whenever the word CONTRACTOR, or the expression Party of the Second Part, or Second Party, are used, it shall be understood to mean the person, persons, co-partner-

ship or corporation, to wit *Barker Bros. co-partnership composed of Charles E. Barker and James Barker,*

..... who have agreed to perform the work embraced in this contract, or to his or their legal representatives.

3. Engineer. Whenever the word ENGINEER is used in this contract, it shall be understood as referring to *Hawley and Freese*

ENGINEER of the OWNER, or such other ENGINEER, supervisor or inspector as may be authorized by said OWNER to act in any particular.

4. Interpretation of Phrases. Whenever the words "Directed," "Required," "Permitted," "Designated," "Considered Necessary," "Prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription, etc., of the ENGINEER is intended; and, similarly, the words "approval," "acceptable," "satisfactory," or words of like import shall mean approved by or acceptable or satisfactory to the ENGINEER.

Whenever in the specifications or drawings accompanying this Agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, the fulfillment of which must depend on individual judgment, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms or clauses defining the character of the work.

5. Exhibits. All work shall be done and all materials furnished in strict conformity with the appended advertisement (Notice to Contractors), marked "~~Exhibit A,~~" "Instructions to Bidders," marked "~~Exhibit B,~~" "Proposal," marked "~~Exhibit C,~~" "Specifications," marked "~~Exhibit D,~~"

and

all of which are hereto attached (or considered as if attached) and are hereby made a part of this contract.

6. Keeping of Plans and Specifications Accessible. The CONTRACTOR shall be furnished with *2* copies of all plans, profiles and specifications without expense to him, and shall keep one copy of the same constantly accessible on the work.

7. Right of Entry. The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as it may elect, for the purpose of supervising and inspecting the work, or for the purpose of constructing or installing such collateral work as said OWNER may desire.

8. Quantities and Measurements. No extra or customary measurements of any kind will be allowed, but the actual length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided.

9. Lines and Grades. All lines and grades shall be furnished by the ENGINEER. Whenever necessary, work shall be suspended to permit of this work, but such suspension will be as brief as practicable and the CONTRACTOR shall be allowed no extra compensation therefor. The CONTRACTOR shall give the ENGINEER ample notice of the time and place where lines and grades will be needed. All stakes, marks, etc., shall be carefully preserved by the CONTRACTOR, and in case of careless destruction or removal by him or his employees, such stakes, marks, etc., shall be replaced by the ENGINEER at the CONTRACTOR'S expense.

Indicates blank space to be filled in.

10. **Superintendence and Inspection.** It is agreed by the CONTRACTOR that the OWNER shall be and is hereby authorized to appoint from time to time such ENGINEERS, supervisors or inspectors as the said OWNER may deem proper, to inspect the material furnished and the work done under this Agreement, and to see that the said material is furnished, and said work is done in accordance with the specifications therefor. The CONTRACTOR shall furnish all reasonable aid and assistance required by the ENGINEERS, supervisors or inspectors for the proper inspection and examination of the work and all parts of the same. The CONTRACTOR shall regard and obey the directions and instructions of any ENGINEERS, supervisors or inspectors so appointed, when the same are consistent with the obligations of this Agreement and the accompanying specifications, provided, however, should the CONTRACTOR object to any order by any subordinate engineer, supervisor or inspector, the CONTRACTOR may within six (6) days make written appeal to the ENGINEER for his decision.

11. **Discrepancies and Omissions.** It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the plans and specifications, or otherwise, or in the event of any doubt as to the meaning and intent of any portion of the contract, specifications or plans, the ENGINEER shall define which is intended to apply to the work.

12. **Collateral Contracts.** The OWNER agrees to provide by separate contract or otherwise, all labor and material essential to the completion of the work that is not included in this contract, in such manner as not to delay its progress or damage said CONTRACTOR.

13. **Damages.** In the event the CONTRACTOR is damaged in the course of the completion of the work by the act, neglect, omission, mistake or default of the OWNER or of the ENGINEER or of any other contractor employed by the OWNER upon the work, thereby causing loss to the CONTRACTOR, the OWNER agrees that he will reimburse the CONTRACTOR for such loss. In the event the OWNER is damaged in the course of the work by the act, negligence, omission, mistake or default of the CONTRACTOR; or, should the CONTRACTOR unreasonably delay the progress of the work being done by others on the job, so as to cause loss for which the OWNER becomes liable, then the CONTRACTOR shall reimburse the OWNER for such loss.

14. **Losses from Natural Causes.** All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work shall be sustained and borne by the CONTRACTOR at his own cost and expense.

15. **Estimated Quantities.** This Agreement, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. The estimated quantities of the various classes of work to be done and material to be furnished under this contract are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that the basis for payment under this contract shall be the actual amount of such work done and the material furnished.

The CONTRACTOR agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this contract and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any item should become as much as 25% more than, or 25% less than, the estimated or contemplated quantity for such items, then either party to this Agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below 25% of the estimated quantity; such revised consideration to be determined by agreement between the parties, otherwise by the terms of this Agreement, as provided under EXTRA WORK.

16. **Changes and Alterations.** The CONTRACTOR further agrees that the OWNER may make such changes and alterations as the OWNER may see fit, in the line, grade, form, dimensions, plan or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying bond.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages or anticipated profits on the work that may be dispensed with. If they increase the amount of work, and the increased work can fairly be classified under the Specifications, such increase shall be paid for according to the quantity actually done and at the unit prices established for such work under this contract; otherwise such additional work shall be paid for as provided under Extra Work. In case the OWNER shall make such changes or alterations

as shall make useless any work already done or material already furnished or used in said work, then the OWNER shall recompense the CONTRACTOR for any material or labor so used, and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned.

17. **Extra Work.** The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the ENGINEER or OWNER to be done by the CONTRACTOR to accomplish any change, alteration or addition to the work shown upon the plans, or reasonably implied by the specifications, and not covered by the CONTRACTOR'S Proposal, except as provided under Changes and Alterations in Paragraph 16 herein above.

It is agreed that the CONTRACTOR shall perform all Extra Work under the direction of the ENGINEER when presented with a Written Work Order signed by the ENGINEER; subject, however, to the right of the CONTRACTOR to require a written confirmation of such Extra Work Order by the OWNER. It is also agreed that the compensation to be paid the CONTRACTOR for performing said Extra Work shall be determined by one or more of the following methods:

Method (A)—By agreed unit prices; or

Method (B)—By agreed lump sum; or

Method (C)—If neither Method (A) nor Method (B) be agreed upon before the Extra Work is commenced, then the CONTRACTOR shall be paid the "actual field cost" of the work, plus fifteen (15%) per cent.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, if the kind of equipment or machinery be not already on the job, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, and, a ratable proportion of premiums on Construction and Maintenance Bonds, Public Liability and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the ENGINEER or OWNER, or by them agreed to. The ENGINEER may direct the form in which accounts of the "actual field cost" shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by the CONTRACTOR. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 80 percentage of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order. The fifteen (15%) per cent of the "actual field cost" to be paid the CONTRACTOR shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the CONTRACTOR'S Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra work of any kind will be allowed unless ordered in writing by the ENGINEER. In case any orders or instructions, either oral or written, appear to the CONTRACTOR to involve Extra Work for which he should receive compensation, he shall make written request to the ENGINEER for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the ENGINEER insists upon its performance, the CONTRACTOR shall proceed with the work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C). The CONTRACTOR will thereby preserve the right to submit the matter of payment to arbitration, as hereinbelow provided.

18. **Preliminary Approval.** No ENGINEER, supervisor or inspector shall have any power to waive the obligations of this contract for the furnishing by the CONTRACTOR of good material, and of his performing good work as herein described, and in full accordance with the plans and specifications. No failure or omission of any ENGINEER, supervisor or inspector to condemn any defective work or material shall release the CONTRACTOR from the obligations to at once tear out, remove and properly replace the same at any time prior to final acceptance upon the discovery of said defective work, or material; provided, however, that the ENGINEER, his assistant or inspector, shall, upon request of the CONTRACTOR, inspect and accept or reject any material furnished, and in event the material has been once accepted by the ENGINEER, his assistant or inspector, such acceptance shall be binding on the OWNER, unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered taken up or removed for re-examination, by the ENGINEER, prior to final acceptance, and if found not in accordance with the specifications for said work, all expense of removing, re-examination and replacement shall be borne by the CONTRACTOR.

TOR; otherwise the expense thus incurred shall be allowed as EXTRA WORK, and shall be paid for by the OWNER.

19. **Defects and Their Remedies.** It is further agreed that if the work or any part thereof, or any material brought on the ground for use in the work or selected for the same, shall be deemed by the ENGINEER as unsuitable or not in conformity with the specifications, the CONTRACTOR shall, after receipt of written notice thereof from the ENGINEER, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

20. **Time and Order of Completion.** It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the CONTRACTOR shall be allowed to prosecute his work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to economy of construction; provided, however, that the order and time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, plans and specifications and within the time of completion hereafter designated; provided, also, that when the OWNER is having other work done, either by contract or by his own force, the ENGINEER may direct the time and manner of constructing the work done under this contract, so that conflict will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

The CONTRACTOR further agrees that he will commence work within ten (10) days after the date written notice to do so shall have been given to the CONTRACTOR, and will progress therewith so that the work shall be substantially completed in accordance with the terms of this Agreement within 275 working days after the date of the written notice to commence the work.

A "working day" is defined as a calendar day, not including Sundays or any legal holidays, in which weather or other conditions, not under the control of the CONTRACTOR, will permit construction of the principal units of the work for a continuous period of not less than seven (7) hours between 7:00 a. m. and 6:00 p. m.

By the term "substantially completed" is meant that the structure has been made suitable for use or occupancy and is in condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

21. **Extension of Time.** Should the CONTRACTOR be delayed in the completion of the work by any act or neglect of the OWNER or ENGINEER, or of any employee of either, or by other Contractors employed by the OWNER, or by changes ordered in the work, or by strikes, lockouts, fire, and unusual delays by common carriers, and unavoidable cause or causes beyond the CONTRACTOR'S control, or by any cause which the ENGINEER shall decide justifies the delay, then an extension of time shall be allowed for completing the work, sufficient to compensate for the delay, the amount of the extension to be determined by the ENGINEER; provided, however, that the CONTRACTOR shall give the ENGINEER prompt notice in writing of the cause of such delay.

22. **Hindrances and Delays.** No charge shall be made by the CONTRACTOR for hindrances or delays from any cause (except where the work is stopped by order of the OWNER) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of the OWNER, then such expense as in the judgment of the ENGINEER is caused by such stopping of said work shall be paid by the OWNER to the CONTRACTOR.

23. **Price for Work.** In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all work by the CONTRACTOR, and on the completion of all work and of the delivery of all material embraced in this contract in full conformity with the specifications and stipulations herein contained, the OWNER agrees to pay the CONTRACTOR the prices set forth in the Proposal hereto attached, ~~marked "Exhibit C,"~~ which has been made a part of this contract. And the CONTRACTOR hereby agrees to receive such prices in full for furnishing all material and all labor required for the aforesaid work, also for all expense incurred by him, and for well and truly performing the same and the whole thereof in the manner and according to this agreement, the attached specifications and requirements of the ENGINEER.

24. **Partial Payments.** On or before the 5th day of each month the Engineer shall prepare a statement showing as completely as practicable the total value of work done by the Contractor up to and including the last day of the preceding month; said statement shall also include the value of all sound materials delivered on the ground that are to be fabricated into the work.

The OWNER shall then pay to the CONTRACTOR on or before the 10th day of the current month the total amount of the ENGINEER'S statement, less 10 per cent of the amount thereof, which 10 per cent shall be retained until final payment, and further less all previous payments, and further less all further sums that may be retained by the OWNER under the terms of this agreement. It is understood, however, that in case the whole work be near to completion and

some unexpected and unusual delay occur due to no fault or neglect on the part of the CONTRACTOR, the OWNER may—upon the written recommendation of the ENGINEER pay a reasonable and equitable portion of the retained percentage to the CONTRACTOR; or, the CONTRACTOR at the OWNER'S option, may be relieved of the obligation to fully complete the work and, thereupon, the CONTRACTOR shall receive payment of the balance due him under the contract subject only to the conditions stated in paragraph 26 hereof.

25. **Final Completion and Acceptance.** Within ten (10) days after the CONTRACTOR has given the ENGINEER written notice that the work has been completed, or substantially completed, the ENGINEER and the OWNER shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Plans and Specifications, the ENGINEER shall issue to the OWNER and the CONTRACTOR his Certificate of Completion and thereupon it shall be the duty of the OWNER, within said ten (10) days, to issue a Certificate of Acceptance of the work to the CONTRACTOR.

26. **Final Payment.** Upon the issuance of the Certificate of Completion, the ENGINEER shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of this Agreement and shall certify same to the OWNER, who shall pay to the CONTRACTOR on or before the 15th day after the date of the Certificate of Completion the balance due the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by the CONTRACTOR.

27. **Delayed Payments.** Should the OWNER fail to make payment to the CONTRACTOR of the sum named in any partial or final statement, when payment is due, or should the ENGINEER fail to issue any statement on or before the date above provided, then the OWNER shall pay to the CONTRACTOR, in addition to the sum shown as due by such statement, interest thereon at the rate of eight (8%) per cent per annum from date due as provided in Paragraphs 24 and 26, until fully paid, which shall fully liquidate any injury to the CONTRACTOR growing out of such delay in payment, but the right is expressly reserved to the CONTRACTOR in the event payments be not promptly made, as provided in paragraph 24, to at any time thereafter treat the contract as abandoned by the OWNER and recover compensation, as provided by paragraph 45 of this contract.

28. **Engineer's Authority and Duty.** It is mutually agreed between the parties to this Agreement that the ENGINEER shall supervise all work included herein. In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this contract, that if it cannot be otherwise agreed, the ENGINEER shall in all cases determine the amounts and quantities of the several kinds of work, which are to be paid for under this contract, and he shall determine all questions in relation to said work and the construction thereof, and he shall in all cases decide every question which may arise relative to the execution of this contract on the part of said CONTRACTOR, that his estimates and findings shall be the conditions precedent to the right of the parties hereto to arbitration or to any action on the contract, and to any rights of the CONTRACTOR to receive any money under this contract; provided, however, that should the ENGINEER render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this contract, either party may file with said ENGINEER within thirty (30) days his written objection to the decision or direction so rendered, and by such action may reserve the right to submit the question so raised to arbitration as herein provided. It being the intent of this Agreement that there shall be no delay in the execution of the work, and the decision or directions of the ENGINEER as rendered, shall be promptly carried out, and any claim arising therefrom shall be thereafter adjusted by arbitration as hereinafter provided.

The ENGINEER shall, within a reasonable time, render and deliver to both the OWNER and the CONTRACTOR a written decision on all claims of the parties hereto and on all questions which may arise relative to the execution of the work or the interpretation of the contract, specifications and plans. Should the ENGINEER fail to make such decision within a reasonable time, an appeal to arbitration may be taken as if his decision had been rendered against the party appealing.

29. **Contractor's Duty.** The CONTRACTOR shall give personal attention to the faithful prosecution and completion of this work and shall be present either in person or by duly authorized representative on the site of the work continually during its progress. He shall maintain an office on or adjacent to the site of the work.

30. **Contractor's Agent.** The CONTRACTOR during his absence from the work shall keep a competent superintendent or foreman upon the work, fully authorized to act for him in his absence, and to receive such orders as may be given for the proper continuance of the work. Notice to do any work, to alter work, to cease work which the CONTRACTOR is obligated to do; or concerning any imperfections in work or any material furnished when given to any foreman or agent

of the CONTRACTOR in charge of any operation of the work in the absence of the CONTRACTOR shall be considered as notice to the CONTRACTOR, provided any notice given under this paragraph shall be in writing.

31. **Character of Workmen.** The CONTRACTOR agrees to employ only orderly, competent and skillful men to do the work; and that whenever the ENGINEER shall inform him in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the same without the ENGINEER'S written consent.

32. **Construction Plant.** The CONTRACTOR shall provide all labor, tools, equipment, machinery and material necessary in the prosecution and completion of this contract where it is not otherwise specifically provided that the OWNER shall furnish the same, and it is also understood that the OWNER shall not be held responsible for the care, preservation, conservation or protection of any material, tools or machinery or any part of the work until it is finally completed and accepted.

33. **Right of Engineer to Modify Methods and Equipment.** If at any time the methods or equipment used by the CONTRACTOR are found to be inadequate to secure the quality of work or the rate of progress required under this contract, the ENGINEER may order the CONTRACTOR in writing to increase their safety or improve their character and efficiency, and the CONTRACTOR shall comply with such order.

If at any time the working force of the CONTRACTOR is inadequate for securing the progress herein specified, the CONTRACTOR shall, if so ordered in writing increase his force or equipment, or both, to such an extent as to give reasonable assurance of compliance with the schedule of progress.

34. **Sanitation.** Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the CONTRACTOR in such manner and at such points as shall be approved by the ENGINEER, and their use shall be strictly enforced.

35. **Contractor's Buildings.** The building structures for housing men, or the erection of tents or other forms of protection, will be permitted only at such places as the ENGINEER shall direct, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the ENGINEER.

36. **Protection Against Accident to Employees and the Public.** The CONTRACTOR shall maintain such insurance as will protect the Contractor, the Owner and the Engineer from claims under Workmen's Compensation Acts, and any amendments thereof, and from any other claims for damages from personal injury, including death, which may arise from operations under this Agreement, whether such operations be by himself or by any sub-contractor, or anyone directly or indirectly employed by either of them. Certificate of such insurance shall be filed with the OWNER, if so required, and shall be subject to his approval for adequacy of protection.

37. **Protection of Adjoining Property.** The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, or which might be injured or seriously affected by any process of construction, to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damages on account of his failure to fully protect all adjoining property.

38. **Protection Against Claims of Sub-Contractors, Laborers, Materialmen and Furnishers of Machinery, Equipment and Supplies.** The CONTRACTOR agrees that he will indemnify and save the OWNER harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power, tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails so to do, then the OWNER may at the option of the CONTRACTOR either pay unpaid bills, of which the OWNER has written notice, direct, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER to either the CONTRACTOR or his SURETY.

39. **Protection Against Royalties or Patented Invention.** The CONTRACTOR shall protect and save harmless the OWNER from all and every demand for damages, royalties or fees on any patented invention used by him in connection with the work done or material furnished under this

contract; provided, however, that if any patented material, machinery, appliance or invention is clearly specified in this contract, then, and in that event, the cost of procuring the rights of use and the legal release or indemnity shall be borne and paid by the OWNER, unless such cost can be determined and included in the bid price at the time the proposal is submitted.

40. **Laws and Ordinances.** The CONTRACTOR shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect the contract or the work, and shall indemnify and save harmless the OWNER against any claim arising from the violation of any such laws and ordinances, whether by the CONTRACTOR or his employees. In case the OWNER is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which, the OWNER may enter into contract, shall be controlling, and shall be considered as part of this Contract, to the same effect as though embodied herein.

41. **Liquidated Damages for Delay.** And the CONTRACTOR agrees that time is of the essence of this contract, and that for each day of delay beyond the number of working days herein agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for under Extension of Time hereinabove), the OWNER may withhold permanently from the CONTRACTOR'S total compensation, the sum of

..... Dollars
(\$ 25⁰⁰) as stipulated liquidated damages for such delay.

(OR)

~~42. **Reciprocal Reward for Delayed or Early Completion.** Time for completion is of the essence of this contract, by reason whereof, it reciprocally is agreed: (a) For each day of delay in completion beyond the number of working days herein agreed upon for completion of the work (after allowance for "Extension of Time," as provided for in paragraph 21 hereof), the OWNER shall withhold from the CONTRACTOR'S compensation then unpaid the sum of.....~~

~~..... Dollars
(\$.....), which shall be applied as liquidated damages; (b) In case the work be completed in fewer days than the number agreed on for completion; then, for each day so saved,~~

~~the OWNER shall pay to the CONTRACTOR the sum of..... Dollars (\$.....), which shall be added to the other compensation payable hereunder.~~

43. **Assignment and Subletting.** The CONTRACTOR further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, nor sublet said contract without the written consent of the OWNER, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER, as provided by this Agreement.

44. **Abandonment by Contractor.** In case the CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the OWNER, or the ENGINEER, or if the CONTRACTOR fails to comply with the orders of the ENGINEER, when such orders are consistent with this Contract, or with this Agreement, or with the Specifications hereto attached, then, and in that case, the Surety on the bond shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR.

After receiving said notice of abandonment the CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the OWNER or the SURETY on the construction bond, or another contractor, in completion of the work; and, the CONTRACTOR shall not receive any rental or credit therefor (except when used in connection with Extra Work, where credit shall be allowed as provided for under paragraph 17, Extra Work); it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within ten (10) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

(a) The OWNER may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to complete the work

and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and the expense so charged shall be deducted and paid by the OWNER out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or his SURETY shall pay the amount of such excess to the OWNER; or:

(b) The OWNER under sealed bids, after five (5) days notice published one or more times in a newspaper having a general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the OWNER under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the SURETY shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this contract, the CONTRACTOR and/or his SURETY shall be credited therewith.

When the work shall have been substantially completed the CONTRACTOR and his Surety shall be so notified and Certificates of Completion and Acceptance, as provided in Paragraph 25 hereinabove, shall be issued. A Complete itemized statement of the contract accounts, certified to by the ENGINEER as being correct, shall then be prepared and delivered to the CONTRACTOR and his Surety, whereupon the CONTRACTOR and/or his Surety, or the OWNER, as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the OWNER had the work been completed by the CONTRACTOR under the terms of this contract; or when the CONTRACTOR and/or his Surety shall pay the balance shown to be due by them to the OWNER, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the CONTRACTOR and/or his Surety. Should the cost to complete the work exceed the contract price, and the CONTRACTOR and/or his Surety fail to pay the amount due the OWNER within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the CONTRACTOR and his Surety at the respective addresses designated in this contract; provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the CONTRACTOR and his Surety subject only to the duty of the OWNER to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice the OWNER may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the CONTRACTOR and his surety. Such sale may be made at either public or private sale, with or without notice, as the OWNER may elect. The OWNER shall release any machinery, equipment, tools, materials or supplies, which remain on the work, and belong to persons other than the CONTRACTOR, or his Surety, to their proper OWNERS.

45. **Abandonment by Owner.** In case the OWNER shall fail to comply with the terms of this contract, and should fail or refuse to comply with said terms within ten (10) days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment, and all materials on the ground that have not been included in payments to the CONTRACTOR and have not been wrought into the work. And thereupon the ENGINEER shall make an estimate of the total amount earned by the CONTRACTOR, which estimate shall include the value of all work actually completed by said CONTRACTOR at the prices stated in the attached Proposal (~~Exhibit C~~), the value of all partially completed work at fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the CONTRACTOR to carry the whole work to completion and which cannot be utilized. The ENGINEER shall then make a final statement of the balance due the CONTRACTOR by deducting from the above estimate all previous payments by the OWNER and all other sums that may be retained by the OWNER under the terms of this Agreement and shall certify same to the OWNER, who shall pay to the CONTRACTOR on or before thirty (30) days after the date of the notification by the CONTRACTOR the balance shown by said final statement as due the CONTRACTOR, under the terms of this Agreement.

46. **Bond.** It is further agreed by the parties to this contract that the CONTRACTOR will

- execute a bond in the sum of Ninety Nine Thousand
- Dollars (\$99,000.00) for the satisfactory performance of the work in accordance with this contract in the form provided for this purpose, and it is agreed that this contract shall not be in effect until such bond is furnished and approved by the OWNER.

47. **Time of Filing Claims.** It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the CONTRACTOR shall be in writing and filed with the ENGINEER within a reasonable time after the ENGINEER has given any direction, order or instructions to which the CONTRACTOR desires to take exception. The ENGINEER shall reply to such written exceptions by the CONTRACTOR and render his final decision in writing. In case the CONTRACTOR should appeal from the ENGINEER'S decision, any demand for arbitration shall be filed with the ENGINEER and the OWNER in writing within ten (10) days after the date of the ENGINEER'S final decision. It is further agreed that final acceptance of the work by the OWNER and the acceptance by the CONTRACTOR of the final payment shall be a

- bar to any claims by either party, except as follows: as provided for in the Construction Bond delivered herewith.

48. **Adequacy of Design.** It is understood that the OWNER has selected the ENGINEER named in this Agreement to prepare the plans and specifications, and all Supplements thereto; and agreed that the OWNER will be responsible for the adequacy of the design, sufficiency of the plans and specifications, and the safety of the structure, provided the CONTRACTOR has complied with said plans and specifications, all modifications thereof, and additions and alterations thereto, approved by the ENGINEER. The burden of proof shall be upon the CONTRACTOR to show that he has complied with this contract, said plans, specifications, and all modifications thereof, and all additions and alterations thereto.

49. **Arbitration.** All questions of dispute under this Agreement shall be submitted to arbitration at the request of either party to the dispute. The parties may agree upon one arbiter, otherwise, there shall be three; one named in writing by each party, and the third chosen by the two arbiters so selected; or if the arbiters fail to select a third within ten (10) days, he shall be

- chosen by State Director PWA.

Should the party demanding arbitration fail to name an arbiter within ten (10) days of the demand, his right to arbitrate shall lapse, and the decision of the ENGINEER shall be final and binding on him. Should the other party fail to choose an arbiter within ten (10) days, the ENGINEER shall appoint such arbiter. Should either party refuse or neglect to supply the arbiters with any papers or information demanded in writing, the arbiters are empowered by both parties to take ex parte proceedings.

The arbiters shall act with promptness. The decision of any two shall be binding on both parties to the contract. The decision of the arbiters upon any question submitted to arbitration under this contract shall be a condition precedent to any right of legal action. The decision of the arbiter or arbiters may be filed in court to carry it into effect.

The arbiters, if they deem the case demands it, are authorized to award the party whose contention is sustained, such sums as they deem proper for the time, expense and trouble incident to the appeal, and, if the appeal was taken without reasonable cause, they may award damages for any delay occasioned thereby. The arbiters shall fix their own compensation, unless otherwise provided by agreement, and shall assess the cost and charges of the arbitration upon either or both parties. The award of the arbiters must be made in writing, and shall not be open to objection on account of the form of proceedings or award.

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. ONE

LEVEE IMPROVEMENTS

DETAIL SPECIFICATIONS

1. WORK TO BE DONE:

The work to be done consists in the furnishing of all materials, apparatus, appliances, equipment, tools and labor necessary to the construction of certain new levees and road crossings, the raising of certain existing levees, and road crossings, and the construction of necessary concrete structures and other appurtenances, all along the Clear Fork and West Fork of the Trinity River and within the City of Fort Worth, as shown on the plans.

The work consists of new levees on the west side of the Clear Fork of the Trinity River through Trinity Park from Sta. 0 + 00 on Line A to Sta. 35 + 55 on Line A at the West Seventh St. Viaduct, the raising of existing levees on the westerly side of the Clear Fork and the West Fork of the Trinity River along Line A from the West Seventh St. Viaduct to Sta. 155 + 77 near the Burleson-Twelfth St. Bridge on the West Fork of the Trinity River, the raising of the levees along the northerly side of the West Fork of the Trinity River along Line B from Station 0 + 00 at the end of the levee near the Oakwood Cemetery to Station 46 + 03 at the Texas Electric Service Co. power plant near the Paddock Viaduct over the Trinity River, and the complete remodeling of three gate structures on Line A (Station 44 + 70, 105 + 00, and 146 + 55.)

The contractor is expected to inspect the site of the work and to examine the sections and character of the existing levees.

2. PLANS:

Plans are on file at the office of Hawley and Freese, District Engineers, 407 Capps Building, and at the office of the Tarrant County Water Control and Improvement District Number one, 406 Capps Building, covering the proposed work and are intended clearly to set out in conjunction with these specifications the work to be done, and form a part of the contract between the District and the Contractor.

3. CLEARING, GRUBBING & PREPARATION OF SITES:

The Contractor shall clear the actual sites for all levees to be constructed, and all slopes of old levees and foundations for the enlarged levee section, of all vegetation, trees, and brush, which must be moved from the site as property of the Contractor or must be burned.

If burning should take place on the site of the new levee, all ashes must be removed before any embankment is placed. All roots, stumps, etc., shall be grubbed out and the holes filled with selected earthen materials, well placed and tamped.

In the case of materials to be placed in old levees, the old levees shall be stripped as hereinafter provided under Section 6, and all remaining berms or other grass and grass roots on slope of old levees which are to be covered with earth in building the enlarged levee section shall be removed.

The foundation for levee and slopes of old levee, where it is to be covered with earth shall be well plowed to a depth of 6". If by reason of delays or other causes, the surface of the foundation previously broken becomes compacted before the embankment material is placed, so that a good bond may not be formed with the new material, such surface shall again be broken, as hereinbefore specified, before any embankment material is placed upon the surface.

No roots or trash will be allowed in the embankment.

Preparation of foundation for embankment shall be completed by the Contractor and approved by the Engineer for at least 300 feet in advance of the placing of the embankment material.

Clearing, grubbing, preparation of sites and removal of grass on old levees which are to be raised will be paid for as a part of the unit price for embankment except for the clearing and grubbing in Trinity Park which will be paid for at a unit price for clearing and grubbing. No clearing and grubbing of borrow pits will be paid for as such but shall be included in the unit price for embankment.

The above specifications as to clearing, grubbing, and preparation of sites shall cover all structures, fences, industrial plant refuse, city dump refuse, etc., which may conflict with the work with the exception of wooden buildings which will be removed by the District.

Where new levees are to be built, the Contractor shall excavate any fill or other earthen, rocky, gravelly materials not suitable, in the opinion of the Engineer, down to a satisfactory base. Such excavation shall be placed in the outer (away from water side) one third of the embankment as directed by the Engineer, and will be paid for as "Construction Turnover" as described in Section 9. It is intended that said excavation shall be capable of being both excavated and placed with one dragline operation.

4. MATERIALS FOR EMBANKMENT:

Embankment shall be made of acceptable material from borrow pits, old levees, or excavations on the river side of the new levees. No frozen material shall be placed in any portion of the embankment, nor shall any material be placed in a frozen surface. Earth placed in embankment shall be free from all vegetable and other foreign matter.

All material used in the levees shall be approved by the Engineer. No silt or "made Ground" shall be used except as provided in the last paragraph of Section 3. Only firm material, free from brush, logs, stumps, roots, sticks, vegetable matter, or other foreign or perishable matter, may be used.

5. SOURCES OF MATERIALS FOR EMBANKMENT:

Materials for embankment shall be taken from old levees, channel excavations, river banks, borrow pits, or elsewhere as shown on plans and as may be directed by the Engineer. All materials shall be taken from the floodway. Where borrow pits (other than river bank pits) are permitted, a berm of 50 ft. shall be maintained where possible and pits shall have a maximum depth of 6 ft. unless otherwise permitted by the Engineer. Borrow pit slopes shall not exceed three horizontal to one vertical. Borrow pits and other excavations shall be of such shape as to be slightly in the opinion of the Engineer. Where old levees are removed the sites shall be levelled off and left in a slightly condition. Where materials are to be taken from old levees, these levees shall be left intact (except for short sections to permit passage of materials and which sections can be quickly filled in an emergency) until the new outer levee shall have been completed from "tie in" to "tie in" to a height equal to the corresponding height of the old levee.

All borrow pits shall be drained to the river. All earth within the overhaul distance shall be placed in the levee and paid for as such. All other earth moved in draining borrow pits will be paid for as "Construction Turnover", as described in Section 9, unless used in the new work as may be directed by the Engineer.

Materials for the levee sections through Trinity Park shall be taken in such a way that the entire area between the inside of the old levees and the river bank shall have a slope to the river with no pits or depressions. The entire area shall be levelled off with a grader before final acceptance.

6. CONSTRUCTION OF EMBANKMENT:

Embankment shall be placed to the lines, grades, and sections shown in plans subject to changes by the Engineer not materially affecting the amount and character of the work. The sections, lines, and grades of existing levees shown on the plans are intended to show the Contractor the general character of the work to be done, but are not exact as the sections vary from station to station. Sheet 71-A shows in detail the new levees to be built in Trinity Park.

Earthwork may be deposited in place by drag line, wagons, trucks, scrapers or other suitable means.

Where old levees are to be raised, the upper four or five feet or any other portion of same shall be stripped off as directed by the Engineer. Such part of this material as is suitable shall be placed back upon or beside a section already so stripped or being stripped. Such earthwork shall be measured in its original position and paid for as "Construction Turnover."

Run ways over or through the levee at any point must be thoroughly plowed before the Contractor resumes the placing of embankment on them.

If any embankment should be placed and left to stand for a period before placing of earthwork is continued, any compacted surface that would eventually be in the embankment must be plowed up before placing is continued.

The slopes and crowns of embankments shall be finished so that they are smooth and uniform at time of acceptance.

Embankment shall not be placed over or around new concrete structures until the concrete has had sufficient time to set. Ordinarily a setting time of 21 days will be required for the concrete. Under certain conditions this time may be shortened with the written permission of the Engineer.

7. FILLING OF OLD BORROW PITS:

The Contractor shall fill certain old borrow pits along the levee to be removed in Trinity Park. Materials for such filling in shall be taken from the old levees, shall be deposited to a depth directed by the Engineer, and shall be rounded up and levelled off in a satisfactory manner.

Such earth work shall be paid for as "Construction Turnover" as measured in its original position. The remaining part of the old levees shall be used in constructing the outer new levees and old levees shall be kept intact until the new levees have been completed to a corresponding height as indicated hereinabove in Section 6.

8. OVERHAUL:

No overhaul will be allowed on hauls less than and up to and including 200 ft. center of gravity of excavation to center of gravity of new construction. Hauls over 200 ft. will be paid for at the unit bid price for this class of work with an added payment of unit price for station cubic yard overhaul.

9. CONSTRUCTION TURNOVER:

(1) Drainage ditch excavation placed alongside ditch and not used in a new earthwork, (2) filling in of old borrow pits along old levees where material is taken from the old levees, and (3) the stripping down of old levees (but not including the removal of grass and vegetable matter as covered by Section 3) of material which can be placed by dragline into the new levee section (see Section 6), shall be classified and paid for as "Construction Turnover". Materials classified as "Construction Turnover" shall be measured in their original position where practical.

10. SPOIL:

All materials from any excavation which cannot be classified as "Construction Turnover" or otherwise used and which are placed in spoil bank shall be classified as "SPOIL". Spoil banks shall be located and shall be of dimensions directed by the Engineer, however, spoil banks shall not be located more than two hundred feet centre of gravity to centre of gravity from points of excavation. Spoil bank materials shall be measured in its original position if practical, otherwise in spoil bank in accordance with the shrinkage allowance hereinafter specified under Section 11. Spoil overhaul shall be paid for per cubic yard station.

11. SHRINKAGE:

(a) The Contractor shall place all embankment made with dragline to an excess height of twenty-five (25) percent of the actual depth of the new embankment at any point.

(b) Parts of the embankment placed with wagons, trucks, or teams shall be placed to an excess height of fifteen (15) percent of the actual depth of the fill at any point.

12. MEASUREMENT OF EARTHWORK:

The pay section for earthwork will be that of the theoretical section before shrinkage has been added. In the case of levees being raised, the earthwork paid for and measured as "Construction Turnover" as defined in Section 9, shall be deducted from the pay section.

13. MAINTENANCE:

All embankment placed under this contract shall be completely maintained to slope and grade required until accepted. Acceptance will be made within thirty (30) days after the completion of the work. Construction and maintenance bond shall be in force until the completion of the entire work and shall extend for a period of one year from that date.

14. CHANNEL WORK:

New channel shall be constructed at the points shown on plans and at such other points as may be directed by the Engineer. The earth removed shall be placed in embankment on the levees.

15. CONCRETE STRUCTURES:

With certain exceptions, the concrete structures now in place will be remodeled to fit the new levee slopes, and new control gates installed.

New gates, stems and floor stands, all as specified on plans, shall be furnished and installed by the Contractor. All old gates, stems, stands and other apparatus removed from the existing structures shall be delivered, at point designated by the Engineer within two miles of the existing structure, by the Contractor.

Flap gates as specified shall be furnished and installed on the outlet end of all structures, additions to structures being built in such a way as to accommodate these flap gates.

Excavation for structures shall extend to a neat line eighteen (18) inches outside the concrete line of the structure.

Bottom of excavation, or foundation for structure shall be hand trimmed.

Concrete structures shall be paid for as a lump sum. Miscellaneous small work shall be paid for at unit price for concrete, reinforcing steel, and structural excavation, all as herein specified. Unit price bid for concrete shall include forms, finishing and all other items in connection therewith not otherwise covered by unit or lump sum bids. Structural excavation shall include backfill up to the original ground line.

16. CONCRETE MATERIALS

General: All materials shall be furnished by the Contractor at his own expense and shall be subject to and meet the approval of the Engineer.

(a) Water: Water used for concrete shall be free from strong acids, alkalis, oil, or organic materials. The mixer is to be equipped with suitable measuring device so that the determined quantity of water may be measured and a uniform amount used per batch. Amount of water shall be determined by the amount necessary to cause a 5 inch slump. A greater slump will not be allowed.

(b) Fine Aggregate: Fine aggregate shall consist of washed sand, having clean, hard, strong, durable, uncoated grains, free from injurious amounts of alkali, organic matter, soft shale, loose or other deleterious substances. Fine aggregate shall be well graded from fine to coarse, and not less than 95% shall pass a No. 4 sieve. The fineness moduli may vary from 1.7 to 3.0. Fine aggregate shall pass the requirements of the American Society for Testing Materials, latest edition, for organic impurities in sand for concrete and shall not have more than 3% of clay or silt when tested by the standard decantation test. If required by the Engineer, samples of fine aggregate, which it is intended to use on the job shall be submitted for his test and approval, at least ten days in advance of bringing materials on the job.

(c) Coarse Aggregate: Coarse aggregate shall consist of crushed stone or washed gravel and shall be clean, hard stone, free from injurious amounts of soft, friable, thin, elongated or laminated pieces, alkali, organic or other deleterious matter. Coarse aggregate shall be well graded from fine to coarse, and 85% shall pass a 1½ inch sieve and not over 5% shall pass a No. 4 sieve. If required by the Engineer, samples of coarse aggregate, which it is intended to use on the job, shall be submitted for his test and approval at least ten days in advance of bringing materials on the job.

(d) Cement: Cement shall be Portland Cement and shall conform to the requirements of the standard specifications for cement of the American Society for Testing Materials, (Serial Designation: C-9-26), latest edition.

Test certificates from an independent laboratory satisfactory to the Engineer shall be furnished, stating that the cement meets the specifications hereinabove described.

It is further expected that cements shall show at least 90 lbs. per square inch increase in tensile strength of the standard mortar briquette at 28 day over 7 day test.

Contractor shall furnish test certificates with each carload of cement or fraction thereof. Test certificates of laboratory of company furnishing cement will not be acceptable. In case of "rush" emergency work the Engineer will consider the cement satisfactory if seven day one to three sand briquette tests, initial and permanent setting test, fineness tests, and "dry" and "boiled" pat tests are duly certified by the laboratory as complying with standards. All cement shall be stored in dry building with floors well above the ground.

(e) Reinforcing Steel: All reinforcing steel shall meet A.S.T.M. specifications for new billet steel A15-14. Steel shall be structural grade. Intermediate grade will be acceptable if it meets the bending tests for structural grade. Steel shall be "open hearth" or "Bessemer"

Rail steel may be used for bars 3/4 inch and smaller. Rail steel shall meet A.S.T.M. specifications A16-14.

All square bars shall be cold twisted or otherwise deformed, and all round bars deformed. All bars shall be thoroughly cleaned before placing, and kept clean until concrete is poured around them,

All reinforcing steel (after placing) is to be inspected and approved by the Engineer and not until this inspection has been made and approval obtained may the work of pouring proceed. All reinforcing steel shall be tested and approved by an independent Testing Laboratory at Contractor's expense. Such certificates of test shall be sent to Engineer.

17. CONCRETE PROPORTIONS:

Concrete shall consist of one part cement, two parts fine aggregate and four parts coarse aggregate. Enough water shall be added to cause a slump of six (6) inches. Proportioning will, at all times, be subject to the inspection and control of the Engineer.

In certain places where foundation is poor, the Engineer may require the poor foundation to be removed and replaced with 1:14 backing; i.e., one part cement and fourteen parts mixed aggregate.

All concrete shall be mixed in approved mechanical batch mixers in batches of suitable size. In determining proportions of ingredients, a sack of cement (net weight of 94 lbs.) shall be considered one cubic foot. The fine and coarse aggregate shall be measured separately. Suitable meters shall be provided on the mixer for accurately controlling the amount of water used. The ingredients shall be dumped into the mixer and mixed continuously at an approved speed for not less than one minute and longer, if necessary to produce a thoroughly satisfactory mix. The slump

required will be the minimum slump allowable for the conditions under which the concrete is being placed.

18. CONCRETE FORMS:

Forms for concrete shall be rigid, true to line, grade and dimension as called for on the plans. Forms may be either of wood or metal, and in all cases, shall meet the approval of the Engineer. Lumber used in forms for exposed surfaces shall be dressed to a uniform thickness and free from loose knots or other defects. For unexposed surfaces and rough work, undressed lumber may be used. Lumber used in forms shall have nails withdrawn and surfaces to be in contact with concrete thoroughly cleaned before being used again. Forms shall be properly placed and bolted together so as to maintain position and line and grade required. They shall be sufficiently tight to prevent leakage of mortar. Bolts and rods shall be used for internal ties. Special care shall be used to prevent bulging.

Forms shall not be removed without the approval of the Engineer. In no case shall forms under slabs be removed in less than ten days. The time of removal of forms is dependent upon weather conditions at the time concrete is poured and the length of time which the forms must stay in place shall be determined by the Engineer. All forms shall be subject to the approval of the Engineer and will be inspected immediately prior to placing concrete. Forms found to be unsatisfactory shall be immediately removed or rebuilt.

19. PLACING REINFORCING:

The steel shall be placed in the forms exactly as shown on the plans. It shall be maintained in place in the beams by blocks of one to two mortar properly grooved to hold the bars from lateral displacement, or by any other effective means; and instances where two or even three layers of reinforcement are shown, approved spacing blocks shall also be placed between each layer, spaced sufficiently close together to prevent appreciable sag of the bars. The slab reinforcement shall be raised off the forms by means of small concrete blocks of same mixture as mentioned above and shall be wired to the longitudinal bars to maintain the proper spacing. It is very important that the length of bars, spacing and points of bend in same be maintained as shown on the plans. Where splicing is necessary, the bars shall be lapped at least forty (40) diameters, but no bar shall be spliced at the points of maximum tension.

At all corners and at the junction of walls and floors the reinforcement must tie together so the strength of the junction shall equal the strength of the wall or floor, with bends and laps of at least forty (40) diameters.

Stirrups in each beam shall be wired to at least two longitudinal bars in order to prevent displacement during the pouring. Stirrups shall be bent around the longitudinals both at the top and the bottom of the beam where such longitudinal bars exist so that each end of the stirrup rod is firmly anchored to the longitudinal rods.

20. PLACING CONCRETE:

Concrete, after being mixed shall be rapidly transported from the point of mixing to the forms. Care shall be taken in conveying and depositing concrete to avoid segregation of the component parts. Concrete shall be deposited in approximately level layers of such thickness that proper compacting and placing will produce the most dense and impervious concrete practicable. Concrete shall be well spaded against the forms and around reinforcing steel. Concrete shall not be placed under water without written permission of the Engineer and then only in strict accordance with his instructions. Should it be necessary, for some unavoidable reason, to discontinue pouring concrete before a section is completed, the treatment of such construction joint, upon resumption of the pouring of concrete shall be under the direction of the Engineer. In general, such surface of all concrete shall be thoroughly cleaned and roughened and a one-half inch coat of 1 - 3 Portland Cement retempered mortar applied and well troweled, into the old concrete immediately before the new concrete is placed. If, in the opinion of the Engineer, it is considered necessary, provisions for grooves or dowels for connecting the old and new concrete shall be made, without any extra compensation therefor to the Contractor.

21. PROTECTION AND CURING OF CONCRETE:

Concrete shall be protected from extreme heat or cold by methods meeting the approval of the Engineer. The laying of concrete may be prohibited if, in the opinion of the Engineer, weather conditions are unsuitable or proper precautions are not taken. Walking or working over fresh concrete or upon newly finished surfaces of concrete will not be permitted. Concrete must be kept moist for at least ten days after being poured and, if possible, shall be protected by covering with earth or other suitable covering. Extra precaution shall be taken to prevent concrete from too rapid drying or cracking due to lack of moisture. For this reason, concrete, if not covered with wet canvas or burlap shall be sprinkled at frequent intervals to prevent the possibility of drying out. Prior to the final acceptance of the work, the Contractor may be required to thoroughly clean all exposed surfaces of concrete. Earthwork fill shall not be placed over and about structures for a period of 21 days after placing except in case of prospective high water in the floodway.

22. FINISHING CONCRETE:

All exposed concrete shall have all form marks removed by rubbing with carborundum and water until a smooth uniform surface is obtained.

23. PLACING GATES:

Gates shall be make and model as shown on plans and shall be

installed as shown on plans. Frames shall be set in place before concrete is poured to insure good bond to the concrete.

Lift gate shall be bronze mounted and with bronze nuts and shall be designed for face pressure only. Automatic flap gates are not to be bronze mounted.

24. DEFECTIVE OR FAULTY WORK:

If, upon removing forms, any voids or other imperfections are found or defective or faulty conditions are found, the Contractor shall correct such faults or defects by patching with retempered mortar or, if necessary, by replacing the section in which such faulty or defective work occurs. In pouring concrete, should any form fail or become displaced and as a result such concrete section be injured or out of line or subjected to premature stresses, the Contractor shall replace such section or as much of such section as the Engineer may deem necessary. The Contractor shall have no claim for replacing faulty or defective work and all faulty or defective work or materials shall be replaced and made good by the contractor without additional cost to the District before the job will be finally accepted.

25. UTILITY CONFLICTS:

Where electric power lines, oil pipe lines, gas mains, telephone and telegraph lines and other similar utilities' structures may be encountered the Contractor shall use extreme care not to disturb same. He shall notify the District in writing at least 30 days in advance of the probable date of interference of same with the contract work and the District shall in turn so notify the owner of the structure and shall arrange to have the owner of the structure remove or rearrange same promptly to meet the requirements of the District Plan.

Where such conflicts interfere with the movement of Contractor's equipment but do not conflict with the embankments and structures, the Contractor shall be responsible for the temporary removal of same. However, the District will co-operate with the Contractor by issuing all lawful orders or requests and will render all other assistance within its lawful power.

26. SOODING:

The work done under this item shall include the sodding of all levee embankments, and if directed by the Engineer, berm along levees and borrow pit slopes. Unit price bid shall include obtaining, planting and covering the sods (and watering if necessary), but shall not include dressing the slopes to be sodded which latter shall be included in the unit price bid for embankment.

The sodding shall be done with Bermuda grass in the following manner:

All strips or blocks of sod shall be cut from a dense, vigorous growth of Bermuda grass and from such soil as will withstand handling without dropping off and leaving roots bare. Generally sod taken from a sandy soil will not be satisfactory. Dried out sod will be rejected.

A row of continuous sod not less than 5 inches wide and 2 inches thick shall be placed along the top edge of each slope; then starting from such rows, other similar and parallel rows shall be placed five (5) feet apart, measured down the slope.

In the space between the rows of continuous sod there shall be rows of "tufts" or blocks of sod not less than three (3") inches square and two (2") inches thick, set at 18 inch centres, both ways, so as to "break spaces" in the rows immediately above and below, i.e., "staggered" with tufts above and below. All sod shall be set in trenches or holes deep enough to permit at least one (1") inch of cover after backfilling and spreading surplus material on the slopes. All sod shall be tramped or tamped into place.

The surfaces to be sodded shall be re-sodded as may be necessary until a satisfactory growth has been obtained.

27. MAINTENANCE OF TRAFFIC:

The Contractor shall make the necessary arrangements for detouring or re-routing traffic. The work shall be so arranged that such interruptions are for as short a period as possible.

28. CLEANING UP & REPAIRING ROADS AND STREETS:

Upon completion of the work, the Contractor shall remove and burn or otherwise dispose of all debris or other materials which he may have used in the performance of his contract. Final payment will not be made until the Contractor has finished cleaning up in an acceptable manner.

Contractor shall repair to original condition any roads and streets which he shall have injured in his operations. Where new roads or trails shall have been made through Trinity Park, same shall be plowed up and re-sodded so as to leave the surface in its original condition.

This contractor will not be required to place new pavement where the roadway crosses the levee in Trinity Park. This section will be left to settle before new paving is placed.

FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS

STATE DIRECTOR

Fort Worth, Texas
December 10, 1935

IN REPLY PLEASE REFER TO

Hawley, Freese & Nichols
Consulting Engineers
Capps Building
Fort Worth, Texas

Docket No. 5984
Tarrant County WC&ID #1
WG:KH - 696

Gentlemen:

We have today concurred in the resolution of the official governing body requesting our approval of Barker Brothers, 712 Houston Street, Fort Worth, Texas, as the lowest responsible bidder on a bid of \$98,466.37 for the general contract in connection with the construction of levees, and you are now authorized to proceed with the preparation of the usual contractual documents which consist of the following:

- | | |
|-------------------------------|--|
| ✓ (a) Proposal | ✓ (h) Specifications |
| ✓ (b) Advertisement | ✓ (i) Plans (3 sets required) |
| ✓ (c) Instructions to Bidders | ✓ (j) Certificate of Workman's
Compensation Insurance
Policy |
| ✓ (d) Performance Bond | ✓ (k) Certificate of Public Lia-
bility Insurance Policy |
| ✓ (e) Labor Bond | |
| ✓ (f) Contract | |
| ✓ (g) General Conditions | |
- Items (j) and (k) to be signed by the Insurance Company

The specifications and contract documents must be submitted in sextuplicate, each and every set to be complete within itself, and each and every document of each to bear the necessary seals, signatures, etc.

We are returning to you herewith proposals submitted by the low bidders. These documents may be disposed of as you see fit, but we suggest that the proposals be retained in your official files.

We are enclosing herewith ten (10) copies of PW Form No. 96, and three (3) copies of PW I-16, which are to be filled out and nine (9) copies of PW 96 and one (1) copy of PW I-16 returned to this office at the time you submit the six (6) sets of contractual documents. Your attention is invited to the fact that our approval of the contract documents cannot be given until we have received from you satisfactorily executed copies of PW Form No. 96 and PW I-16.

WG:KH

cc - H. A. Gray
G. C. Street, Jr.
Dr. C. A. Hickman

Sincerely yours

JULIAN MONTGOMERY
Acting State Director, PWA

By:


UEL STEPHENS
Chief Engineer Examiner (Texas)

For the Administrator