

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE
HELD IN THE DISTRICT OFFICE ON JULY 7, 1931 AT 3 P.M.

The call of the roll disclosed the presence of all Directors as follows, viz:

W. R. Bennett
E. E. Bewley
W. K. Stripling
C. A. Hickman
Joe B. Hogsett

At this time and place the following proceedings were had and done, viz:

W. R. Bennett presided in his capacity as President; W. K. Stripling acted in his capacity as Secretary.

1.

Minutes of meetings were read, approved and ordered of record as follows, viz:

Minutes of June 22, 1931; Minutes of June 30, 1931.

2.

Attached to these Minutes as "Exhibit A" is a statement showing the condition of the finances of the District as of July 7, 1931. This statement is here referred to as part of these Minutes. This statement discloses voucher checks Nos. 2517 to 2526, both inclusive, in the sum \$27,914.51, issued since the Meeting of June 8, 1931. It further shows proposed voucher checks No. 2527 to 2558, both inclusive, for the total sum \$173,161.32, which checks were proposed to be issued to effect payment of sums now due and payable by this District. Voucher checks Nos. 2550 to 2553, both inclusive and voucher checks Nos. 2555 to 2558, both inclusive, for the total sum \$170,732.23, were reserved for separate consideration. There was full consideration of the proposal to issue checks, and the data to support the same, whereupon Director Hogsett made a motion that voucher checks 2527 to 2549, both inclusive, and voucher check

No. 2554 (for the total sum \$2429.09) do be approved, executed and delivered to the respective persons entitled to receive the same. This motion was seconded by Director Stripling. Upon a vote being taken the motion was carried and it was so ordered.

3.

Thereupon there was presented to the Directors for consideration the Engineers' Estimate No. 17, concerning the Progress of the District's Construction Work. This estimate shows to be now due and payable on the Eagle Mountain Dam the sum \$78,032.81, and to be due and payable on the Bridgeport dam the sum of \$70,405.21, making total payable to the contractors as of July 5, 1931 the sum \$168,438.02. Said Estimate together with the data to support the same is attached to these Minutes as "Exhibit B" and it is here referred to as part hereof. Mr. M. C. Nichols, of the Engineers, made exposition of all matters disclosed in the Estimate. There was full consideration of this matter, whereupon Director Stripling made a motion that the Estimate as presented do be approved, allowed, and that the District's voucher check No. 2555, for the sum \$168,438.02, do be approved, executed and delivered to the contractors as a payment on account and as an advance of working capital; subject, however, to the condition that the District at this time does make exception to Item No. 33, in the Bridgeport Estimate, Extra Work, as per attached statement "H," for the sum \$1608.84. Further, that as to this item the Engineers be requested to revise all cost figures embraced in "Statement H," and report the same to the Directors of the District for re-consideration at a time prior to presentation of the next Estimate; further, that the contractors be so advised at the time of the delivery of said voucher check No. 2555. This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

4.

There was presented to the Directors for consideration Engineers' Estimate No. 1, concerning the contract for the clearing on lands purchased from Mrs. M. M. Laird and from Will Laird. The contractors in this matter are Frank Turner, W. A. Brown and W. A. Whitton. Said Estimate is attached to these Minutes as "Exhibit C," and it hereby is made part hereof. With said Estimate there was presented formal contract between this District and Frank Turner, W. A. Brown and W. A. Whitton, together with the contractor's bond in the sum Five Thousand (\$5,000.00) Dollars, ^(EXHIBIT C - PART II) executed by Frank Turner, W. A. Brown and W. A. Whitton, as principals, and by The Employers' Liability Assurance Corporation, Ltd., by Herman Gaertner, Surety. There was full consideration of this matter, whereupon Director Stripling made a motion that the contract as between the District and Frank Turner, W. A. Brown and W. A. Whitton do be approved and executed; further, that the bond tendered with the contract do be approved as a good and sufficient bond. Further, that the District's voucher check 2556, for the sum \$725.47, payable to Frank Turner, W. A. Brown and W. A. Whitton, do be issued and delivered to them, as a payment on account and an advance of working capital; Further, that the Trinityfarm Construction Company do be given written advice that they have been definitely released from any obligation to clear the lands covered by the contract with Frank Turner, W. A. Brown and W. A. Whitton. This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

5.

There was presented to the Directors for their attention letter of the Associated Indemnity Corporation, giving advice that their Policy

No. PCT-8172, and Policy LCT-3286, issued to the Trinityfarm Construction Co. would stand cancelled at 12:01 A. M. on July 17, 1931. There was also presented copy of the letter written by the District on July 3 to all contractors of this District, giving advice of the notice of cancellation and asking that they make provision for substitute insurance to be approved by the District at a time prior to July 17, 1931. This correspondence was ordered received and filed to await such action as the contractors might take concerning the furnishing of substitute insurance.

6.

LAND PURCHASES:

Thereupon there were presented to the Directors for consideration proposals to consummate contracts of the purchase of lands as follows:

(a) Proposal to purchase 159 acres of land, located in Jack Co., Texas, at the sum \$30.00 per acre, total consideration \$4770.00. This proposal was accompanied by the District's voucher check No. 2550, for \$4770.00, payable to P. E. Willoughby.

(b) Proposal to purchase from N. A. Morrow, O. C. Morrow and Willie Morrow, 237.12 acres of land, situated in Jack County, Texas, at \$27.50 per acre, total consideration \$6520.80. This proposal was accompanied by the District's voucher check No. 2551, payable to said named grantors.

(c) Proposal to purchase from M. L. Manning and E. O. Manning, individually and as Executor of the Will of J. D. Manning, deceased, $36/40$ ths undivided interest in 215.63 acres of land, situated in Wise County, Texas, at the rate of \$30.00 per acre, total consideration for said $36/40$ ths interest being \$5822.01. This consideration was subject to deductions as follows:

To pay off lien of the Federal Land Bank of Houston, Texas, \$2248.44; and for Abstract Expense paid by the District, \$45.45, making total deduction of

\$2293.89, and leaving payable to the grantors the sum \$3528.12. This proposal was accompanied by the District's voucher checks as follows:

- (a) No. 2557, payable to the grantors for the sum \$3528.12;
- (b) No. 2558, payable to the Federal Land Bank, to discharge a deed of trust lien on the Manning Land 2498.27

(d) Proposal to purchase from Will Laird and his wife Dorsie Laird 179.87 acres of land at \$23.75 per acre, and a flood easement on 16.38 acres of land at \$3.00 per acre, total consideration \$4321.05. This consideration was subject to deductions as follows:

- (a) Abstract Expense heretofore paid by the District \$ 69.50
- (b) To clear the land of a deed of trust lien payable to Dan Levy of Fort Worth, Texas.. 3741.66,

making total deductions \$3811.16, and leaving payable to the grantors the sum \$509.89. This proposal was accompanied by the District's voucher Checks as follows:

- No. 2552, payable to grantors for the sum \$509.89;
- No. 2553, payable to Dan Levy for the sum \$3741.66.

Each of said proposals was accompanied by the certificate of the Engineers as to the necessity of the District to acquire the designated lands, and by certificate of the Attorneys for the District as to the validity of the titles to said lands. There was full consideration of each of these matters, whereupon Director Hogsett made a motion that each of said proposals do be approved and consummated in the usual manner. Further that the respective appropriate voucher checks of the District, as hereinabove specified for each of said proposals, do be approved, executed and issued and delivered to the respective persons entitled to receive the same, subject only to the delivery

to the District of good and valid evidences of title. This motion was seconded by Director Bewley. Upon a vote being taken the motion was carried and it was so ordered.

No further business was presented and the meeting was adjourned.

W. K. Dripling.
As Secretary.

APPROVED:

[Signature]
As President

[Signature]

CONTROL AND IMPROVEMENT DISTRICT No. 1
EAGLE MOUNTAIN DAM—GENERAL CONTRACTOR'S ESTIMATE No. 17.....

DATE July 3 1931 PERIOD 6-5-31 TO 7-5-31

ITEMS	This Month	Previous	Total to Date	Price	AMOUNT
1. Wetted and rolled emb., cu. yds. (Main Dam)	2,224	30,801	33,025	\$ 0.361	11 922 03
2. Core trench excavation, cu. yds.	None	129,817	129,817	0.20	25 963 40
3. Hydraulic fill embankment, cu. yds.	102,192	741,816	844,008	.361	304 686 89
4a Puddled core wetted & rolled emb. levee, cu. yds.				.322	
5. Dragline (or team) embankment, cu. yds.				.20	
8. Bermuda Grass sodding, acres				250.00	
11. Earth spoil bank, cu. yds.	None	37,340	37,340	.30	11 202 00
12. Loose rock excavation, cu. yds.	21,465	188,329	209,794	.70	146 855 80
13. Solid rock excavation, cu. yds.	11,375	20,481	31,856	1.00	31 856 00
27. Clearing, acres	116	4,883	4,999	30.00	149 970 00
28. Light clearing, acres	24	329	353	23.00	8 119 00
29. Dewatering river channel (complete)	None	2/3 comp.	2/3 comp.	1,500.00	1 000 00
30. Materials as per attached statement "A"					
32. Extra work as per attached statement "B"					4 993 88
34. Wetted and rolled emb. (Levee) cu. yds.	25,103	378,544	403,647	.322	129 974 33
35. Overhaul (Sta. Yds.)	65,680	424,843	490,523	.03	14 715 69
36.					
37.					
6. Rip rap paving, cu. yds.				4.30	
7a. Crushed stone blanket, cu. yds.				2.70	
9. Gravel roadway, cu. yds.				2.85	
10. Sheet steel piling, sq. ft. Alt. "B"	None	5,598	5,598	1.10	6 157 80
a. To 40' length Alt. "A"	None	92,505	92,505	1.40	129 507 00
b. 40' to 60' length	None	15,119	15,119	1.50	22 678 50
c. 60' to 100' length M108 ¹ / ₂ " Web	6,268	1,875	8,143	2.112	17 181 73
14. Gate house and valves (complete)				41,000.00	
15. 2500-lb concrete, cu. yds.	None	11,602	11,602	14.50	168 229 00
16. 1500-lb. concrete, cu. yds.	None	5,021	5,021	10.00	50 210 00
17. 1-14 concrete, cu. yds.				9.00	
18. Wooden guard fence, lin. ft.				.80	
19. Pipe hand rail and link fabric, lin. ft.				1.70	
20. Eight-inch Vit. pipe slope drains, lin. ft.				.55	
21. Grouted paving inlets for slope drains, cu. yds.				8.00	
22. Six-inch tile drains under structure, lin. ft.	None	532	532	.80	425 60
23. Wooden foundation piling, lin. ft.				.95	
24a. Three "Caterpillar" gates (complete)				53,500.00	
25. Portland cement, bbls.	None	22,908	22,908	2.55	58 415 40
26. Reinforcing steel, lbs.	None	1,505,323	1,505,323	.0425	63 976 23
31. Materials as per attached statement "C"					74 006 17
33. Extra work as per attached statement "D"					23 257 67
38. 10-d 40' Lengths M108 ¹ / ₂ " Web	None	1,008	1,008	1.51	1 522 08
39. 10-e 40' to 60' Lengths M108 ¹ / ₂ " Web	None	45,280	45,280	1.61	72 900 80
40.					
41.					

*OK
atw*

HAWLEY, FREESE and NICHOLS, Consulting Engineers

By John B. Hawley

Total work to date.....\$	1 529 727 00 ✓
Less 15% retained.....	229 459 05 ✓
	1 300 267 95 ✓
Less previous payments.....	1 222 235 14 ✓
Balance due General Contractor this estimate.....\$	78 032 81 ✓

June 30, 1931.

Estimate Number 17 - Eagle Mountain Dam

Materials on Hand - Statement "C"

Steel Sheet Piling	328,884	
Reinforcing Steel	<u>11,412</u>	
	340,286 Lbs @ \$ 0.03	\$ 10,208.58
Sand & Gravel	9,662 C.Yds. @ 2.50	24,155.00
Tile For Drains	5,268 Lin. Ft. @ \$0.13	684.84
Caterpillar Gates		38,000.00
Hauling Gates		690.00
Cement	105 Bbls. @ 2.55	267.75
		<hr/>
		\$ 74,006.17

McKenzie Construction Company,
& Uvalde Construction Company,

By J. R. Gibson
J. R. Gibson

Subscribed and sworn to before me this 1st day of July, 1931

Charles Watkins
Notary Public in and for Tarrant County, Texas

June 30, 1931.

Trinityfarm Construction Company,
& McKenzie Construction Company,
& Uvalde Construction Company,

To: Tarrant County Water Control and Improvement District Number 1
Fort Worth, Texas.

Statement "D" for Estimate No. 17

Eagle Mountain Dam

To Previous Estimates	\$ 23,081.47
To Extra Work Order Number 13	<u>176.71</u>
	\$ 23,258.18
<i>Less errors in May Estimate</i>	<i>51</i>
Less errors in May Estimate	<u>51</u>
	\$ 23,257.67

McKenzie Construction Company,
& Uvalde Construction Company,

By J. R. Gibson
J. R. Gibson

Subscribed and sworn to before me this 12th day of July, 1931

Charles Watkins
Notary Public in and for Tarrant County, Texas

June 30, 1931.

Trinityfarm Construction Company
& McKenzie Construction Company
& Uvalde Construction Company

To: Tarrant County Water Control & Improvement District Number 1
Fort Worth, Texas.

Statement "D" for Estimate No. 17

Eagle Mountain Dam

Extra Work Order EM 13 Dated December 17, 1930. - Test Holes in river Section

Line Pipe, Cutting, Threading & Couplings	\$ 72.53
Bay City Crane Time	1.63
Caterpillar Tractor Time	22.75
Chevrolet Truck Time	7.50
Ford Truck Time	2.50
Drill Rig Time and Repairs	10.50
Sharpening Drill Bit	6.50
Labor	24.82
Insurance	1.44
Gas & Oil	1.97
	<u>\$ 152.14</u>
Plus 15%	<u>22.82</u>
	\$ 174.96
Plus 1% Bond	<u>1.75</u>
	\$ 176.71

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT No. 1
 BRIDGEPORT DAM - GENERAL CONTRACTOR'S ESTIMATE No. 17

DATE July 6 1931 PERIOD 6-5-31 TO 7-5-31

ITEMS	This Month	Previous	Total to Date	Price	AMOUNT
1. Wetted and rolled embankment, cu. yds.				\$	
2. Core trench excavation, cu. yds.	1,345	43,603	44,948	0.20	8 989 60
3. Puddled core wetted & rolled emb. levee, cu. yds.	96,193	913,363	1,009,556	0.412	415 937 07
4. Dragline (or team) embankment, cu. yds.				0.20	
8. Bermuda Grass sodding, acres	1.75	.50	2.25	250.00	562 50
11. Earth spoil bank, cu. yds.	None	25,138	25,138	.30	7 541 40
12. Loose rock excavation, cu. yds.	None	6,094	6,094	.50	3 047 00
13. Solid rock excavation, cu. yds.	581	56,955	57,536	1.50	86 304 00
27. Clearing, acres	395	5,652	6,047	32.00	193 504 00
28. Light clearing, acres	8	1,471	1,479	25.00	36 975 00
29. Dewatering river channel (complete)	None	Comp.	Comp.	1,500.00	1 500 00
30. Materials as per attached statement "E"					
32. Extra work as per attached statement "F"					4 541 06
34. Overhaul	43,257	250,000	293,257	.03	8 797 71
35. Blue Shale	2,073	41,500	43,573	1.25	54 466 25
36.					
37.					
5. Rip rap paving, cu. yds.	1,714	9,003	10,717	4.30	46 083 10
6. Gravel blanket, cu. yds.					
7. Crushed stone blanket, cu. yds.	681	3,434	4,115	2.60	10 699 00
9. Gravel roadways, cu. yds.				3.00	
10. Steel sheet piling, sq. ft.				1.65	
14. Gate house and valves (complete)				41,250.00	
15. 2500-lb. concrete, cu. yds.	None	12,664	12,664	9.30	117 775 20
16. 1500-lb. concrete, cu. yds.	None	12,492	12,492	6.70	83 696 40
17. 1-14 concrete, cu. yds.	None	1,426	1,426	4.80	6 844 80
18. Wooden guard fence, lin. ft.				.80	
19. Pipe hand rail and link fabric, lin. ft.				1.70	
20. Eight-inch Vit. pipe slope drains, lin. ft.				.55	
21. Grouted paving inlet for slope drains, cu. yds.				7.00	
22. Six-inch tile drains under structures, lin. ft.	None	5,176	5,176	.70	3 623 20
23. Wooden foundation piling, lin. ft.				.80	
24a. Two "Caterpillar" gates (complete)				34,600.00	
25. Portland Cement, bbls.	333	34,729	35,062	2.75	96 420 50
26. Reinforcing steel, lbs.	None	1,584,920	1,584,920	.0425	67 359 10
31. Materials as per attached statement "G"					43 493 75
33. Extra work as per attached statement "H"					4 608 84
38.					
39.					
40.					
41.					

OK
 asw

Total work to date.....	\$	1 302 769 48	✓
Less 15% retained.....		195 415 42	✓
Less previous payments.....		1 107 354 06	✓
		1 036 948 85	✓
		70 405 21	✓

TO:- TARRANT COUNTY WATER CONTROL & IMPROVEMENT DISTRICT #1.
FORT WORTH. TEXAS.

BRIDGEPORT DAM
STATEMENT "F" FOR ESTIMATE #17
June 1931.

TO:- Previous Estimates \$ 4,340.49 ✓

This Estimate:-

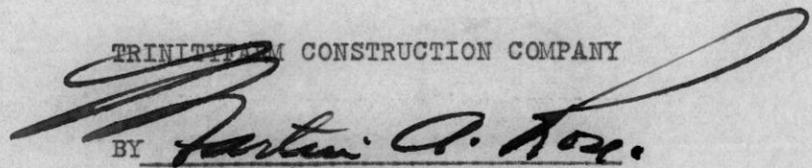
Allowance of 15% over actual cost for extra work,
detail for which was turned in May 1931, Estimate #16

15% of \$1,337.16 200.57 ?

TOTAL AMT. STMT. "F". JUNE 1931 \$4,541.06

This is to certify that the above statement is correct to the best
of my knowledge.

TRINITY CONSTRUCTION COMPANY


BY Martin A. Rose.
Martin A. Rose.

Subscribed and sworn to before me this 6th day of July, 1931.

W. A. Zent.
Notary Public in and for Tarrant County, Texas.

June 30, 1931

Estimate Number 17 - Bridgeport Dam

Materials on Hand - Statement " G "

16,245 Lbs. Reinforcing Steel	@	¢ 0.03	¢ 487.35
518 C. Yds. Crushed Stone & Sand		2.50	1,295.00
100 Bbls. Cement		2.75	275.00
3 Caterpillar Gates			25,000.00
Hauling			232.50
12 Pieces 48" Cast Iron Pipe			3,600.00
Hauling			185.00
704 $1\frac{1}{2}$ " x $7\frac{1}{2}$ " Bolts for 48" flanges @	¢ 36.75 C		258.72
6 - 48" Ludlow Valves @	¢ 1,950.00		11,700.00
Hauling			270.00
740 Lineal Feet 8" Vitriified Pipe @	¢ 25.70		190.18
			<hr/>
			¢ 43,493.75

McKenzie Construction Company,
& Uvalde Construction Company,

By J. R. Gibson

J. R. Gibson

Subscribed and sworn to before me this 8th day of July, 1931.

Evla Watkins
Notary Public in and for Tarrant County, Texas

June 30, 1931.

Trinityfarm Construction Co.,
& Mc^Kenzie Construction Co.,
& Uvalde Construction Co.

To Tarrant County Water Control and Improvement District Number 1
Fort Worth, Texas.

Statement "H" for Estimate No. 17

Bridgeport Dam

To Previous Estimates		\$ 1,551.17
Extra Work Order # 13B	\$ 3,037.56	
Extra Work Order # 14B	<u>20.11</u>	<u>3,057.67</u>
		\$ 4,608.84

Mc^Kenzie Construction Company,
& Uvalde Construction Company,

By J. R. Gibson
J. R. Gibson

Subscribed and sworn to before me this 1st day of July, 1931

Eula Watkins
Notary Public in and for Tarrant County, Texas.

June 30, 1931

Trinityfarm Construction Company,
& McKenzie Construction Company,
& Uvalde Construction Company,

To: Tarrant County Water Control and Improvement District # 1.

Fort Worth, Texas.

Statement "H" for Estimate No. 17

Bridgeport Dam

Labor W.E. June 10th	\$ 123.66	
17th	473.63	
24th	837.89	
July, 1st	<u>17.33</u>	
	\$ 1,452.51	
Insurance @ \$ 5.711	<u>82.95</u>	\$ 1,535.46

Miscellaneous:

June 9th	Truck	2 Hrs @ 1.50	\$ 3.00	
	100 Lbs ice	.40	.40	
7th	Ford Truck	2 Hrs @ 1.50	3.00	
11th	Ford Truck	5 Hrs @ 1.50	7.50	
12th	Ford Truck	7 Hrs @ 1.50	10.50	
15th	Ford Truck	2 Hrs @ 1.50	3.00	
16th	Ford Truck	2 Hrs @ 1.50	3.00	
17th	Ford Truck	2 Hrs @ 1.50	3.00	
18th	Ford Truck	2 Hrs @ 1.50	3.00	
	850 Lbs Ice	@ .40	3.40	
19th	Ford Truck	2 Hrs @ 1.50	3.00	
	150 Lbs Ice	@ .40	.60	
20th	Ford Truck	2 Hrs @ 1.50	3.00	
	150 Lbs Ice	@ .40	.60	
22nd	Ford Truck	3 Hrs @ 1.50	4.50	
	200 Lbs Ice	@ .40	.80	
23rd	Ford Truck	2 Hrs @ 1.50	3.00	
	200 Lbs Ice	@ .40	.80	
24th	Ford Truck	2 Hrs @ 1.50	3.00	
	200 Lbs Ice	@ .40	.80	
25th	Ford Truck	6 Hrs @ 1.50	9.00	
	50 Lbs Ice	@ .40	.20	\$ 69.10

Forward

June 30, 1931

Trinityfarm Construction Company,
& McKenzie Construction Company,
& Uvalde Construction Company,

To Tarrant County Water Control and Improvement District Number 1
Fort Worth, Texas.

Statement "H" for Estimate Number 17

Bridgeport Dam

Forward:

Fuel & Supplies

Gasolene	76 Gallons	@ \$ 0.13	\$ 9.88	
Oil	3 Gallons	.62	1.86	
Coal	3 Tons	6.00	18.00	
Grease	5 Lbs	.12	.60	
Electricity	30 $\frac{1}{2}$ Hours	.33	10.06	\$ 40.40 ✓

Materials:

Form Lumber BF $\frac{1}{2}$ Price	@ \$ 18.00	\$ 82.12	?
400 Lbs Black Annealed wire	@ 3.50	14.00	
Nails: 1 Keg 16 Penny Nails	3.15	3.15	
1 Keg 8 Penny nails	3.35	3.35	
40 Sq. Ft. 16 ga galv iron 100#	@ .04	4.00	
Water for 217 UY Concrete	.04	8.68	?
Plant Expense 217 C Yds	@ .691	149.95	
282 C.Yds Crushed stone and sand	2.50	705.00	970.25 ✓
			\$ 2,615.21
	Plus 15%		392.28
			\$ 3,007.49
	Plus 1% Bond		30.07
			\$ 3,037.56

June 30, 1931

Trinityfarm Construction Company,
& McKenzie Construction Company,
& Uvalde Construction Company.

To Tarrant County Water Control and Improvement District Number 1
Fort Worth, Texas.

Statement "H" for Estimate No. 17

Bridgeport Dam

Extra Work Order Number 14B Dated June 2, 1931

Additional freight on 8" Vitrified pipe for slope drains. Approximate
estimate 2200 lineal feet. Actual requirements 724 lineal feet.
Minn car 26,000 lbs @ .22 ¢. Additional freight on 9140 Lbs
@ .22¢

\$ 20.11

Attach to June Estimate, 1931

JOHN B. HAWLEY
S. W. FREESE
M. C. NICHOLS
H. R. F. HELLAND
A. H. WOOLVERTON
H. A. HUNTER

WATER SUPPLY
WATER PURIFICATION
SEWERAGE
SEWAGE DISPOSAL
IRRIGATION
FLOOD CONTROL

HAWLEY, FREESE AND NICHOLS
CONSULTING ENGINEERS
417 CAPPS BUILDING
FORT WORTH, TEXAS

July 28, 1931

Board of Directors,
Tafrant County Water Control and
Improvement District Number One,
Fort Worth, Texas.

Gentlemen:

SUBJECT: Force Account on Steel Piling
Estimate No. 16, Dated June 8,
1931.

Supplementing our letter of June 29, 1931 concerning the above mentioned item the following additional explanation is made:

1. On December 17, 1930 Work Order Eagle Mountain #12 was issued stating that it was necessary to weld additional lengths of piling to the piling already driven. The Work Order stipulated that an account was to be kept of the cost of this work. If it ran over the bid price of \$1.40 per square foot, the contractor was to be paid on cost plus basis.

2. On Estimate No. 15 dated May 4, 1931 contractor was allowed 11,139 square feet of piling (to 40' lengths) at \$1.40 per square foot. Of this amount 4,556 square feet were for additional lengths spliced on to the original piling, after pile driver had moved away. (Therefore subject to later revision according to terms of Work Order No. 12).

3. On Estimate No. 16 contractor was allowed force account item for \$6,374.41 and for \$6,728.79 covering the total amount of work done under Work Order No. 12 totaling \$13,103.20. The total square feet of piling affected under this order was 8641.6. (See our letter of June 29, 1931). Included in this 8641.6 sq. ft. was the 4556 sq. ft. allowed on Estimate No. 15, item 10-a.

4. As contractor had been allowed on the May Estimate 4556 sq. ft. (a part of the 8641.6) of piling spliced at \$1.40 per sq. ft., it was necessary to deduct this amount of piling 4556 sq. ft. (shown in red on estimate) in order to correctly reflect the basis of payment.

5. No part of the 8641.6 sq. ft. of piling paid for on a cost plus basis is included in the piling paid for at the regular unit prices.

Yours very truly,

HAWLEY and FREESE

BY *Marvin C. Nichols*

JOHN B. HAWLEY
S. W. FREESE
M. C. NICHOLS
H. R. F. HELLAND
A. H. WOOLVERTON
H. A. HUNTER

WATER SUPPLY
WATER PURIFICATION
SEWERAGE
SEWAGE DISPOSAL
IRRIGATION
FLOOD CONTROL

HAWLEY, FREESE AND NICHOLS
CONSULTING ENGINEERS
417 CAPPS BUILDING
FORT WORTH, TEXAS

June 29, 1931

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

SUBJECT: Force Account on Steel Sheet Piling

Gentlemen:

Order was given the contractor on the Eagle Mountain Dam project designated EM 12, and dated December 17, 1930, to furnish sheet piling and welding material and furnish labor to cut off piling, set piling and weld to tops of piling now driven in core trench. The purpose of this work was to increase the amount of grip into the clay core of some sections of the wall of piling already driven.

In accordance with this order the following amount of piling was welded to piling already driven:

Record of Welding of Steel Sheet Piling:

Date	To	Date	No. of Splices	Total Lin. Ft. of Splices	Sq. Feet.
12-16-30	"	12-21-30	29	133.0	166.
1- 5-31	"	1-31-31	142	750.1	937.1
2- 1-31	"	2-28-31	376	2,700.9	3,376.1
4- 6-31	"	4-17-31	54	437.0	546.2
4-22-31	"	4-30-31	138	821.0	1,026.2
5- 1-31	"	5-14-31	418	2,072.0	2,590.0
					<u>8,641.6</u>

On the April estimate dated May 4, 1931, the contractor was allowed 4,556 square feet of piling at \$1.40 per square foot, which was the amount estimated had been installed at that date. The work order read "that should the cost of the materials and labor amount to more than the contract price for the work, the contractor should be allowed payment for the operation as extra work." For the May estimate, as this work had been completed, it was found that the cost was in excess of the \$1.40 per square foot price, which made it necessary to deduct the 4,556 square feet of piling already allowed and to allow the contractor to present a statement of \$13,103.20 for the total of 8641.6 square feet of piling welded. There is no duplication of the payment for this work.

Yours very truly,

HAWLEY and FREESE

BY

Maurice C. Nichols

JOHN B. HAWLEY
 S. W. FREESE
 M. C. NICHOLS
 H. R. F. HELLAND
 A. H. WOOLVERTON
 H. A. HUNTER
 ROSS S. MASON

WATER SUPPLY
 WATER SYSTEMS
 SEWAGE DISPOSAL
 SEWERAGE
 GAS SUPPLY
 GAS SYSTEMS

"EXHIBIT C"
 7/7/31.
 HAWLEY, FREESE AND NICHOLS
 CONSULTING ENGINEERS
 411-17 CAPPS BUILDING
 FORT WORTH, TEXAS

July 7, 1931

Tarrant County Water Control & Improvement District No. 1.
 Fort Worth, Texas.

Gentlemen:

The following amount of clearing was completed
 on the Laird land during June:

	<u>This month</u>	<u>Previous</u>	<u>Total to date</u>	<u>Price</u>	<u>Amount</u>	
Clearing acres	25.5	none	25.5	\$32.00	\$ 816.00	✓
Light clearing	1.5	"	1.5	25.00	37.50	✓
					<u>\$ 853.50</u>	
				Less 15%	<u>128.03</u>	✓
				DUE THIS ESTIMATE	<u>\$ 725.47</u>	✓

This amount is payable to Messrs. Frank Turner,
 W.A. Brown and W.A. Whitton.

Y ours very truly,

HAWLEY, FREESE & NICHOLS,

BY

John B. Hawley

AHW:JB

OK
after

"EXHIBIT C"
PART II
7/7/31

STATE OF TEXAS)
TARRANT COUNTY) THIS CONTRACT, executed in duplicate on this the 19th day of June, A. D. 1931, by and between Frank Turner, W. A. Brown and W. A. Whitton, who, jointly, hereinafter will be called "First Parties," and Tarrant County Water Control and Improvement District Number One, hereinafter called "Second Party," W I T N E S S E T H:

1.

IN CONSIDERATION of the payments hereinafter agreed to be paid by Second Party, First Parties hereby do agree and bind themselves as follows, viz:

(a) They will immediately begin to clear the timber from the land which is described as follows, viz:

(1) 96.67 acres of land out of the tract of land situated in Wise and Jack Counties, Texas, which now is under contract for sale by Will Laird to Second Party. The land to be cleared is that part of said land lying at elevation under 831 feet above mean sea level. It is agreed that said 96.67 acres of land is all timbered, and that all of the clearing to be done thereon will be heavy clearing, as the same hereinafter will be defined.

(2) 88.16 acres of land out of the tract of land now under contract for sale by Mrs. M. M. Laird and others to Second Party and being situated in Jack County, Texas. The land from this tract to be cleared will be embraced in that part of said land lying at elevation under 831 feet above mean sea level: The exact quantity of clearing to be done upon said land and the classification for said clearing has not been ascertained, and final payment hereunder shall be subject to adjustment to conform to the actual quantity and type of clearing to be done upon said land.

2.

The specifications for clearing to be done hereunder are as follows, viz:

With the exceptions noted below, the above described land shall be cleared of all trees, brush, shrubs, etc., up to an elevation one (1') foot higher than "spillway level" in each case, as follows:

(a) All trees four (4") inches to one (1') foot in diameter at a point one (1') foot above the ground, shall be cut off at an elevation not greater than one (1') foot above the ground:

All trees larger than one (1') foot in diameter at a point one (1') foot above the ground, shall be cut off at an elevation above the ground not greater than such diameter, that is to say, a tree sixteen (16") inches in diameter may be cut off sixteen (16") inches above the ground and similarly with larger diameters, but no tree shall be cut off at an elevation greater than two (2') feet above the ground.

(b) All brush and shrubs, and trees less than four (4") inches in diameter at a point one (1') foot above the ground, shall be cut off at an elevation not greater than eight (8") inches above the ground.

(c) All trees, brush and shrubs thus cut, and all woody debris and branches and all logs and driftwood and such logs and driftwood as may stand upon the lake areas during the course of construction of the dams up to the time of their completion and final acceptance, shall be placed in suitable heaps or piles, dried and burned, excepting such woody material as the First Parties may elect to take away for their own use or for sale.

(d) "Clearing" will include all areas having trees four (4") inches and larger in diameter, together with the brush, shrubs, logs and driftwood growing or lying among them, providing however that there be more than twenty-four (24) trees of four (4") inch or greater diameter per acre;

(e) "Light-Clearing" will include all areas having trees four (4") inches and larger in diameter, with the brush, shrubs, logs and driftwood growing and lying among them, providing however, that there be less than twenty-five (25) trees of four (4") inch or greater diameter per acre.

(f) Clearing will be paid for as Clearing, and Light-clearing, at prices bid for these classes respectively.

(g) As to the tract of land indicated as being under contract for purchase from Mrs. M. M. Laird, et al, there may be some areas bearing light brush, or small trees, so sparsely as not to require clearing, and such

shall not be cleared by First Parties, unless the Engineers for Second Party so direct. It is possible that before the completion of the dam of Second Party it may be desired to burn the brush, shrubs and weeds and litter on the areas above described: In such event Second Party may arrange with the First Parties for the work of such burning, at some agreed price.

3.

First Parties agree that they and those persons charged with the duty of performing the service contemplated by this contract, will so conduct their operations as to cause to the owners of lands under enclosure with the lands to be cleared as little inconvenience or injury as is practicable within the nature of the contemplated work: This shall especially relate to using of reasonable care for the maintenance of fences, the closing of gates, and the use of diligence to prevent the spread of fire: The specification of these objects, however, shall not be held to excuse a failure to use reasonable diligence in any other matter. It is further agreed that First Parties will save and hold Second Party harmless from any claim or demand growing out of the execution of the work to be done hereunder by First Parties.

4.

First Parties agree that they, with all reasonable diligence, will begin said clearing with all possible dispatch and that they will continuously prosecute the same to completion, to the end that the same will be wholly completed and done at a time not later than September 15, 1931.

5.

In consideration of the covenants and agreements herein above set forth and to be kept and performed by First Parties, Second Party does agree to make payment therefor at the rate, upon the conditions, and at the several times which are here specified as follows:

(a) The rate at which First Parties shall be paid for classified clearing shall be as follows: For "Clearing," (or heavy clearing), at the rate of Thirty-Two (\$32.00) Dollars per acre or fractional part thereof; for "Light Clearing," at the rate of Twenty-Five (\$25.00) Dollars per acre or fractional part thereof.

(b) The Engineers for Second Party will measure up and will classify clearing as to heavy clearing and light clearing done during any

OK
S.K.

STATE OF TEXAS)
 (
COUNTY OF WISE)

KNOW ALL MEN BY THESE PRESENTS:

1.

On the 19th day of June, A. D. 1931, Frank Turner, W. A. Brown and W. A. Whitton, of Bridgeport, Wise County, Texas, entered into a certain contract whereby they undertook to clear the timber from certain land situated in Wise and Jack Counties, being altogether 184.83 acres of land, more or less, for the agreed compensation of Thirty-Two (\$32.00) Dollars per acre for the clearing and Twenty-Five (\$25.00) Dollars per acre for light clearing. In said contract it was provided "the exact quantity of clearing to be done upon said land and the classification for said clearing has not been ascertained, and final payment hereunder shall be subject to adjustment to conform to the actual quantity and type of clearing to be done upon said land."

In said contract Tarrant County Water Control and Improvement District Number One, a body politic and corporate, having its principal office in Fort Worth, Tarrant County, Texas, was named as the owner, and as the party to make compensation for said services. A copy of said contract is attached hereto as "Exhibit A" and hereby is referred to as though embodied herein.

2.

Said contract among other things provides: First Parties agree that they and those persons charged with the duty of performing the service contemplated by this contract, will so conduct their operations as to cause to the owners of lands under enclosure with the lands to be cleared as little inconvenience or injury as is practicable within the nature of the contemplated work: This shall especially relate to using of reasonable care for the maintenance of fences, the closing of gates, and the use of diligence to prevent the spread of fire: The specification of these objects, however, shall not be held to excuse a failure to use reasonable diligence in any other matter. It is further agreed that First Parties will save and hold

Second Party harmless from any claim or demand growing out of the execution of the work to be done hereunder by First Parties. First Parties agree that they with all reasonable diligence, will begin said clearing with all possible dispatch and that he will continuously prosecute the same to completion, to the end that the same will be wholly completed and done at a time not later than September 15, 1931.

3.

Said contract among other things provides as follows: It is agreed by and between both parties hereto that First Parties shall execute and deliver to Second Party a Contractor's Bond, containing the usual conditions to be issued by a Surety Company authorized by law to do surety business in the State of Texas. The bond to be given hereunder shall be subject to approval by the Directors of Second Party, and this contract shall not become finally binding until the same shall have been approved by the Directors of Second Party.

4.

NOW THEREFORE, Frank Turner, W. A. Brown and W. A. Whitton, as principals, and THE EMPLOYERS' LIABILITY ASSURANCE CORPORATION, LTD., As Surety, a Surety Company authorized to do business in the State of Texas, hereby do acknowledge themselves bound and firmly held to pay unto said Tarrant County Water Control and Improvement District Number One, the penal sum FIVE THOUSAND (\$5,000.00) DOLLARS, to be due and payable in Fort Worth, Tarrant County, Texas.

This obligation, however, is intended as a bond, the condition whereof is as follows:

(a) That the above bound, Frank Turner, W. A. Brown and W. A. Whitton, will well and truly perform the work required to be done under said contract, in a good and workman like manner:

(b) That they will wholly perform and complete the same at a time not later than September 15, 1931, unless prevented therein by an act of the payee herein, or by the act of God:

(c) That they will save and hold harmless the payee herein from any lawful claim or demand growing out of the execution of the work to be done by said Frank Turner, W. A. Brown, and W. A. Whitton, under the terms of said contract.

5.

In case the said Frank Turner, W. A. Brown and W. A. Whitton do well and truly comply with the terms of said contract, and of this bond, this obligation shall be without further force or effect: Otherwise, the same shall be in full force and effect.

PRINCIPALS:

{ Frank Turner
{ W. A. Brown
{ W. A. Whitton

THE EMPLOYERS' LIABILITY ASSURANCE CORPORATION, LTD.

By W. A. Whitton Attorney-in-fact
SURETY

ATTEST:

BY: _____