

Be it Remembered, That on this the 1st day of AUG 1911, there was begun and holden a ~~Special~~ session of the Honorable Commissioners Court of Upshur County, Texas, at which were present Hon. W A Phillips Judge presiding,
 J M Todd Commissioner Precinct No. 1, L J Dalrymple Commissioner Precinct No. 2,
 A Earp Commissioner Precinct No. 3, L A Shrum Commissioner Precinct No. 4,
 L A Latch Sheriff, H W Davis County Attorney, J O McDonald,
 County Clerk, and the following proceedings were had, to-wit:

IN RE CONTRACT FOR |
 SABINE RIVER BRIDGE | In Commissioners Court Upshur County, Texas.
 AT WATERS BLUFF | August 1st 1911.
 CROSSING. |

This day came on to be considered by the Court composed of W A Phillips Co. Judge, J M Todd Commissioner Precinct No 1, and L A Shrum Commissioner, Precinct No 4 in Special Session at Big Sandy, the question of letting the Contract for the erection of an all steel Bridge except flooring across Sabine River at Waters Bluff crossing.

It is considered and ordered that the plans and specifications as drawn by Austin Bros be accepted and that all parties bidding submit sealed bids or proposals, and that the Court reserve the right to reject any and all bids.

Whereas came the following Bridge Companies through their agents and submitted the following sealed bids for cash, to-wit:

- Austin Bros.,
- Missouri Valley Bridge Co.,
- Elpasso Bridge Co.,
- F H Allsberry & Co.,

And it appearing to the Court that all of said bids are excessive, it is ordered that all bids submitted be rejected and that the Court proceed to accept upon bids, when F Hallsberry & Co, bid the sum of \$5370.00 and Austin Bros the sum of \$5350.00.

And it appearing to the Court that no other bids could be had or obtained at this session, and that another session of the Court would entail more expense and cause delay in the erection of said Bridge and the Court being satisfied with the price of the lowest bidder to-wit;

Austin Bros.,

It is considered and ordered by the Court that the contract for said Sabine River Bridge be awarded to said Austin Bros. at and for the sum of \$5350.00 Cash and that the said Austin Bros., enter into Bond in the sum of \$5000.00 to insure faithful performance of said contract according to plans and specifications as adopted by this Court.

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THIS CONTRACT made and signed in duplicate this 1st day of August A D 1911 by and between AUSTIN BROTHERS, of the City of Dallas, Texas, party of the first part, and The County Commissioners Court of and for the County of Upshur and State of Texas, party of the second part; Witnesseth that the said party of the first part contracts and agrees to and with the party of the second part to furnish the materials for and to build, paint and make complete, and have ready for use by the 1st day of November 1911, for the party of the second part, at location hereinafter designated One Steel bridge according to the following dimensions, viz:

Extreme Length of Bridge.	Number and Length of Spans	Approaches	Roadway.
1-240'-0"	1-148'-0"	3@ 20' 0"	16'0"
		2 @ 16"-0"	

LOCATION.

At Waters Bluff about Four miles from Big Sandy, Texas, across Sabine River. between the Counties

The above and foregoing Minutes, from page 16 page 190, having been examined, are approved and Court ordered adjourned until next term. This the day of 190
 Attest.
 County Clerk. County Judge.

Be it Remembered, That on this the _____ day of _____ 190____, there was begun and holden a session of the Honorable Commissioners Court of Upshur County, Texas, at which were present Hon. _____, Judge presiding, _____, Commissioner Precinct No 1, _____, Commissioner Precinct No 2, _____, Commissioner Precinct No 3, _____, Commissioner Precinct No 4, _____, Sheriff, _____, County Attorney, _____, County Clerk, and the following proceedings were had, to-wit:

of Upshur and Smith and State of Texas. ✓

Specifications hereto attached form a part of this contract.

All materials for said work are to be of good and suitable quality, and the work is to be done in a thorough, workmanlike manner. And in consideration thereof, the party of the second part contracts and agrees to pay the party of the first part the sum of Fifty Three Hundred and Fifty Dollars for said work, payable as follows, viz:

In cash or completion of the works.

The period of any delay in the erection of said work, which shall be caused by the failure of the fault of the party of the second part; or by the failure of any steel, lumber, pile or cement company to furnish materials or any railroad company or contractor for transportation to transport materials, for said work according to agreement with the party of the first part without the fault or neglect of said party of the first part; or by strikes of workmen, or by action of mobs or public enemies, or acts of lawlessness interrupting the work or injuring materials therefor, or by accidents or by unavoidable casualties or by act of Providence, shall be added to the period hereinabove named for the completion of said work by the party of the first part.

Other sizes and shapes of steel for members may be used provided strength or workmanship of bridge is not impaired.

Signed the day and year first above written.

AUSTIN BROTHERS.

By O S Naple (Agent)

W A Phillips, (L S)
County Judge Upshur Co.,

J M Todd (L S)

L A Shrum

ENDORSEMENTS: Contract No _____ Span No _____ AUSTIN BROTHERS DALLAS TEXAS WITH County of Upshur State of Texas; Extreme length 240 ft roadway 16ft sidewalks _____. Style All steel Date Aug 1st 1911. Price \$5350.00 Payments Cash To be Completed Nov 1st 1911. Foundations Steel in Concrete. To be Completed _____. Filed this the 7th day of Aug 1911. J C McDonald, County Clerk, Upshur Co., Tex.

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IN RE ALLOWANCE TO
W A PHILLIPS, J M | In Commissioners Court of Upshur County, Texas.
TODD & L A SHRUM. | August 1st, 1911.

It is ordered by the Court that W A Phillips, J M Todd & L A Shrum be and they are hereby allowed the sum of Six Dollars each for two nights services in going to and returning from Big Sandy, Texas, in matter of letting contract for Sabine River Bridge.

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(Ordered that Court adjourn until next regular term)

The above and foregoing Minutes, from page _____ to page _____
next term. This the _____ day of _____ 190____

, having been examined, are approved and Court ordered adjourned until

Attorney
J C McDonald
County Clerk.

W A Phillips
County Judge