

BE IT REMEMBERED THAT THE COMMISSIONERS COURT OF TITUS COUNTY, TEXAS met in special session in the Courthouse at Mt. Pleasant with the following members present to-wit:

Harry Taylor	County Judge
Grant McAnally	Commissioner Precet #1
B. B. Hunnicutt	Commissioner Precet #2
T. O. Raney	Commissioner Precet #3
Dan Bynum	Commissioner Precet #4
H. L. Bowden	County Clerk

and the following proceedings were had to wit:

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IN THE MATTER OF TRANSFER:

Motion was made by Commissioner Raney and seconded by Commissioner McAnally to transfer \$3,000.00 from each Precinct Road and Bridge Fund into General County Fund to repay loan. Motion carried.

**IN THE MATTER OF TRANSFER:**

Motion was made by Commissioner Hunnicutt and seconded by Commissioner Raney to transfer \$4,000.00 from Precinct #3 Road and Bridge Fund into Precinct #2 Road and Bridge Fund to repay loan. Motion carried.

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**ORDER AWARDING CONTRACT****THE STATE OF TEXAS****COUNTY OF TITUS**

On this the 15th day of March, 1962, the Commissioners' Court of Titus County, Texas, convened in regular session at a Regular Term thereof in the Courthouse in Mt. Pleasant, Texas, with the following members present, to-wit:

HARRY TAYLOR,	County Judge
GRANT MCANALLY,	Commissioner Precinct No. 1,
B. B. HUNNICUTT,	Commissioner Precinct No. 2,
T. O. RANEY,	Commissioner Precinct No. 3,
DAN BYNUM,	Commissioner Precinct No. 4,
H. L. BOWDEN,	County Clerk,

and among other proceedings had, were the following:

Commissioner Hunnicutt introduced an order and moved its adoption. The motion was seconded by Commissioner Raney. The motion, carrying with it the adoption of the order, prevailed by the following vote:

**AYES:** Commissioners McAnally, Hunnicutt, Raney, and Bynum.

**NOES:** None

The order is as follows:

WHEREAS, the Commissioners' Court has heretofore determined the advisability and necessity of constructing repairs and improvements to the existing County Courthouse of Titus County, Texas, and has heretofore on May 8, 1961, passed an order authorizing the issuance of \$100,000.00 TITUS COUNTY PERMANENT IMPROVEMENT WARRANTS, SERIES 1961, dated May 15, 1961, for the purpose of evidencing the indebtedness to be incurred in constructing repairs and improvements to the County Courthouse, and for necessary expenses incidental thereto; and

WHEREAS, the Court has received bids for the installation and wiring of ventilating fans in said County Courthouse; and

WHEREAS, the bid of Coker Electric Company in the amount of \$1,575.00 was the lowest and best bid received by the Court;

THEREFORE, BE IT ORDERED BY THE COMMISSIONERS' COURT OF TITUS COUNTY, TEXAS:

**Section 1.** That the bid of Coker Electric Company, in the amount of \$1,575.00, for the installation and wiring of ventilating fans in the County Courthouse of Titus County, be, and the same is hereby accepted, said bid being the lowest and best bid received by the Court for such improvements.

**SECTION 2.** That the County Judge and County Clerk be and they are hereby authorized and directed to execute on behalf of the Court the contract submitted by said Coker Electric Company, which contract is hereto attached and made a part hereof, and is hereby approved by the Court.

PASSED AND APPROVED this 15th day of March, 1962.

\_\_\_\_\_  
Harry Taylor  
County Judge

ATTEST:

\_\_\_\_\_  
H. L. Bowden  
County Clerk

## RESOLUTION AND ORDER

On this the 15 day of March, 1962, at a Special meeting of the Commissioners Court of Titus Co., Texas, there came on for consideration the making of a contract for the remodeling and re-pairing of the Court House, and a motion was made by B. B. Hunnicutt County Commissioner of Preet No. 2, seconded by G. H. McAnally county Commissioner of Preet. No. 1, do make and enter into a contract with Howard Newman, and Grogan Supply Co., of Mt. Pleasant, Texas, dba Howard Newman Construction Company, to do said work and commence by April 1st 1962, and be substantially completed by Nov 26th 1962. The said Howard Newman Construction Co., to give bond in the amount of \$96,500.00, conditioned that the work will be performed in a good and workmanlike manner in the time specified, for the sum of \$96,040.98.

Said motion being put to vote, it carried by a vote of Four (4) to 0.

Those voting Aye were:

G. H. McAnally  
B. B. Hunnicutt  
T. O. Raney  
Dan Bynum

Those voting No were: None

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THE STANDARD FORM OF AGREEMENT BETWEEN CONTRACTOR AND OWNER FOR CONSTRUCTION OF BUILDINGS  
ISSUED BY THE AMERICAN INSTITUTE OF ARCHITECTS FOR USE WHEN A STIPULATED SUM FORMS THE BASIS  
OF PAYMENT

Approved by the ASSOCIATED GENERAL CONTRACTORS OF AMERICA; THE CONTRACTING PLASTERERS' AND  
LATHERS' INTERNATIONAL ASSOCIATION; COUNCIL OF MECHANICAL SPECIALTY CONTRACTING INDUSTRIES,  
INC; THE NATIONAL ASSOCIATION OF ARCHITECTURAL METAL MANUFACTURERS; THE NATIONAL GRANITE  
QUARRIES ASSOCIATION, INC; THE NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION; THE PAINTING  
AND DECORATING CONTRACTORS OF AMERICA, AND THE PRODUCERS COUNCIL, INC.

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Architects violates the copyright laws of the United States and will be subject to legal  
prosecution.

This form is to be used only with the standard general conditions of the contract for  
construction of buildings.

THIS AGREEMENT made the 19th day of March in the year Nineteen Hundred and Sixty two by and  
between Tom B. Coker, dba Coker Electric Company hereinafter called the Contractor, and  
Titus County, Texas hereinafter called the Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named agree  
as follows:

## ARTICLE 1, Scope of the Work

The Contractor shall furnish all of the materials and perform all of the work as set out on  
page four of this agreement.

prepared by Louis B. Gohmert, Architect acting as and in these Contract Documents entitled  
the Architect; and shall do everything required by this Agreement, the General Conditions  
of the Contract, the Specifications and the Drawings.

## ARTICLE 2, TIME OF COMPLETION

The work to be performed under this Contract shall be commenced by April, 1962 and shall be  
substantially completed by November 26, 1962.

## ARTICLE 3, The Contract Sum

The Owner shall pay the Contractor for the performance of the Contract, subject to additions  
and deductions provided therein, in current funds as follows: One thousand five hundred  
seventy five & no/100 dollars (\$1575.00)

Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

#### ARTICLE 4, PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as provided therein, as follows: On or about the First day of each month 90 per cent of the value, based on the contract prices of labor and materials incorporated in the work and of materials suitably stored at the site thereof or at some other agreed upon in writing by the parties up to the First day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to 90 per cent of the Contract price.

#### ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due ten days after substantial completion of the work provided the work be then fully completed and the contract fully performed.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable. Before issuance of final certificate the Contractor shall submit evidence satisfactory to the Architect that all payrolls material bills, and other indebtedness connected with the work have been paid.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Architect so certifies, the Owner shall upon certificate of the Architect, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

#### ARTICLE 6, THE CONTRACT DOCUMENTS

The General Conditions of the Contract, the Supplementary General Conditions, the Specifications and the Drawings, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Specifications and Drawings:

This Contract covers the furnishing and installation of thirty seven (37) all purpose fans at locations designated by the Architect. These fans are 20" in diameter, have two-speed fans and reversible motors, and carry a 5 year manufacturer's warranty. This Contractor shall install these fans in openings provided by the General Contractor, and shall secure each fan in the opening provided rigidly with metal side panels to cover the entire opening in a neat manner. An electrical outlet is provided in the General Contract, but this Contractor has to adapt the outlet to service this fan and have the fan in good operating condition to fulfill this contract.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

Tom B. Coker  
Coker Electric Company  
by Tom B. Coker

Harry Taylor  
Titus County, Texas  
By Harry W. Taylor, County Judge

T. O. Raney

Grant McNally

Dan Byrum

B. B. Hunnicutt

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THE STANDARD FORM OF AGREEMENT BETWEEN CONTRACTOR AND OWNER FOR CONSTRUCTION OF BUILDINGS  
ISSUED BY THE AMERICAN INSTITUTE OF ARCHITECTS FOR USE WHEN A STIPULATED SUM FORMS THE BASIS  
OF PAYMENT

Approved by the Associated General Contractors of America; The Contracting Plasterers' and  
Lathers' International Association; Council of Mechanical Specialty Contracting Industries,  
Inc; The National Association of Architectural Metal Manufacturers; The National Building  
Granite Quarries Association, Inc; The National Electrical Contractors Associations; The  
Painting and Decorating Contractors of America, and the Producers Council, Inc.

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Architects violates the copyright laws of the United States and will be subject to legal  
prosecution.

This form is to be used only with the standard general conditions of the contract for  
construction of buildings.

THIS AGREEMENT made the 19th day of March in the year Nineteen Hundred and Sixty two by and  
between Howard Newman of Mt. Pleasant, Texas and Grogen Supply Co. of Mt. Pleasant, Texas  
and Atlanta, Texas; dba Howard Newman Construction Company.

hereinafter called the Contractor, and Titus County, Texas hereinafter called the Owner,  
WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named  
agree as follows:

ARTICLE 1. Scope of the Work

The Contractor shall furnish all of the materials and perform all of the work shown on the  
Drawings and described in the Specifications entitled Remodeling to Titus County Courthouse,  
Mt. Pleasant, Texas.

prepared by Louis B. Gohmert, Architect. acting as and in these Contract Documents entitled  
the Architect; and shall do everything required by this Agreement, the General Conditions  
of the Contract, the Specifications and the Drawings.

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall be commenced by April, 1962 and shall be  
substantially completed by November 26, 1962.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract, subject to addition s  
and deductions provided therein, in current funds as follows: Ninety six thousand forty  
& 94/100 dollars (\$96,040.94)

Where the quantities originally contemplated are so changed that application of the agreed  
unit price to the quantity of work performed is shown to create a hardship to the Owner  
or the Contractor, there shall be an equitable adjustment of the Contract to prevent such  
hardship.

ARTICLE 4. PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as provided therein, as follows:  
On or about the First day of each month 90 per cent of the value, asced on the Contract  
prices of labor and materials incorporated in the work and of materials suitably stored at  
the site thereof or at some other agreed upon in writing by the parties up to the First day  
of that month, as estimated by the Architect, less the aggregate of previous payment; and  
upon substantial completion of the entire work, a sum sufficient to insurance the total

payments to 90 per cent of the contract price.

**ARTICLE 5, ACCEPTANCE AND FINAL PAYMENT**

Final payment shall be due thirty days after substantial completion of the work provided the work be then fully completed and contract fully performed.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a final certificate over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in said final certificate is due and payable. Before issuance of final certificate the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills, and other indebtedness connected with the work have been paid.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Architect so certifies, the Owner shall, upon certificate of the Architect, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**ARTICLE 6. THE CONTRACT DOCUMENTS**

The General Conditions of the Contract, the Supplementary General Conditions, the Specifications and the Drawings, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Specifications and Drawings:

The specifications entitled "Remodelling Titus County Courthouse, Mt. Pleasant, Texas", and consisting of one through Thirty one (pages), dated January 20, 1962.

The Working drawings entitled "Remodelling to Titus County Courthouse, Mt. Pleasant, Texas" and consisting of sheets numbered one through twelve.

The General Contract is awarded with these variations to the above documents:

1. Only two (2) coats of paint will be required on all interior plaster walls, rather than the three (3) coats as specified.
2. The Electrical Contractor may substitute I.F.E. panels for the type specified. No new, fluorescent light fixtures will be required for Rooms 402, 403, 404, 410, and 411 as specified, but the Electrical Contractor must install the best existing fixtures, as determined by the Architect, in the locations designated for these rooms.
3. The Curtain Wall contractor must install four (4) additional louvers and through-wall ducts in Room 209 where directed by the Architect, similar to those installed in other areas.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

Howard Newman  
Contractor

T. O. Bandy, Comm

DanBynum Comm

Harry Taylor  
Titus County, Texas  
By Harry W. Taylor, County Judge

Grant McAnally Comm

B. B. Hunsigtt Comm

The above and foregoing minutes were read and approved for March this the 31st day of March, 1962.

ATTEST:

County Clerk

County Judge, Titus County, Texas