

C O N T R A C T

THIS AGREEMENT, made and entered into on this the 18 day of February A D 1916, by and between THE SOUTHERN STRUCTURAL STEEL COMPANY, of San Antonio, Texas, (hereinafter designated as the "first party") and the COUNTY OF UPSHUR in the State of Texas by the Commissioners Court thereof, (hereinafter designated as the "second party")
 WITNESSETH:

That for the consideration hereinafter named and agreed to be paid to the first party by the said second party, the said first party hereby agrees to well and sufficiently provide all the necessary materials, tools and appliances, and furnish all the labor required in the proper construction, erection and completion of improvements to the County Courthouse, (hereinafter designated as "improvements") for the said second party, to be made and built on and in the said courthouse, in the town of Gilmer in the County of Upshur, in the aforesaid State, in accordance with the plans and specifications therefor, prepared and furnished by first party and now on file in the office of the County Clerk of the second party; said specifications being separate and distinct divisions as follows; referred to herein and hereby made a part hereof.

THE RIGHT IS RESERVED to the said second party to make any alterations it may deem expedient in the said improvements, affecting either the plans or specifications or both, whether of material or labor, increasing or diminishing the whole cost of the same, and in the event that any such changes are determined upon and ordered by the said second party, the first party shall execute the same accordingly, and the value thereof to be added to or deducted from the original contract price hereinafter named, shall be determined by a fair and reasonable valuation, to be fixed and agreed upon in writing between the parties hereto, before proceeding therewith; due allowance to be made to the said first party for any loss sustained by reason of having started or arranged to start the improvements as originally required; or in case of disagreement thereon, the value thereof shall be fixed or arbitration, as hereinafter provided; and no claim shall be made against the said second party for any extra labor or material unless ordered by the said second part, and the price thereof fixed and agreed upon as above stipulated.

THE SAID FIRST PARTY FURTHER AGREES to commence the said improvements within a reasonable time after the date hereof, and have the same fully completed ready to deliver to the said second party, in a clean and tenantable condition, on or before the 1st day of September A D 1916; PROVIDED, however, that in the event of delay in the commencement or final completion thereof, caused by strikes, riots, epidemics, the action of elements, or by any other unforeseen or unusual difficulty, casualty or misfortune that may be encountered, or resulting from circumstances beyond the control of the said first party, including unusual difficulty or delay in procuring or transporting suitable labor or material therefor, such further time shall be allowed to the said first party for the commencement and final completion thereof as may be just, and not less than the amount of time lost by reason of such difficulties or delays; and such extension of time shall in no manner affect the rights or liabilities of either of the parties hereto, but the same shall subsist, take effect and be enforceable precisely the same as if such allowance and extension of time had not been granted.

IN CONSIDERATION OF the foregoing covenants and agreements being well and faithfully kept and performed by the said first party, the said second party hereby agrees to pay to the said first party, or order, in cash, or lawful money of the United States, the sum of Sixteen Thousand and no/100 Dollars (\$16,000.00) as follows, to wit;
 () On or about the first day of each month, during the construction of said improve-

ments, (upon estimates to be made by a Superintendent or Committee to be appointed by the said second party), an amount equal to ninety (90) percentum of the value of all material furnished for and labor performed thereon during the preceding month; all such monthly estimates to include materials of all kinds delivered on the site and approved by the said Superintendent or Committee as being in accordance with the requirements of the plans and specifications, as also all material placed in position and the labor expended thereon until the sum of Seven thousand & no/100 Dollars (\$7000.00) in cash shall have been paid, each subsequent payment shall be made in the same manner except that Upshur County Courthouse warrants drawn against and payable out of the current courthouse funds shall be issued in lieu of cash; provided that at no time shall the said partial payments exceed in the aggregate ninety (90) per centum of the gross contract price hereinbefore named.

Upon the final completion and acceptance of the said improvements the balance then remaining unpaid hereon will be paid in above described warrants. Provided however that in the event the said Courthouse fund is insufficient to pay the warrants so issued the second party hereby agreed to transfer a sufficient sum from the general fund or some other fund to make up such deficiency.

The above mentioned warrants are to be paid out of the current years revenue as soon as such funds are available upon presentation of said warrant.

IT IS FURTHER AGREED, by and between the parties hereto, as follows:

(1) The said second party shall, before the commencement of the said improvements, appoint a Superintendent or Committee, to judge as to the character and quality of the labor and material required under the terms of this agreement, whose duty it shall be to inspect the same during the construction and erection of the said improvements, and make and furnish such estimates of the value thereof from time to time as the manner of payments may require, and should any material be furnished or labor performed, which, in his or their opinion, is not in accordance with the requirements of the plans and specifications therefor, it shall be his or their duty to notify said first party thereof, in person or by written notice forwarded by registered mail to its proper address, unless he or they and said first party or its agent or sub-contractor can agree upon the subject in controversy; and that part of the improvements affected by such notice shall cease and not be resumed until an agreement is reached, or the matter in controversy settled by competent authority; and should the said first party furnish any materials for, or have any labor performed on the said improvements without receiving from the said Superintendent or Committee, at the time such material is furnished or labor performed, notice of objection thereto, as aforesaid, the same shall be considered as an acceptance thereof by the said second party, and the said first party shall not thereafter be held responsible therefor, or be required to reconstruct same without full and adequate compensation therefor.

(2) The said second party shall immediately pass such order or orders as may be necessary to legally provide for the acceptance of, and settlement for the said improvements when completed, without delay to the said first party, and, upon receipt of notice from the said first party, or its agents or sub-contractor, of the completion or contemplated completion thereof, the said second party of the Committee appointed by the said second party to make the said settlement, shall meet on the date named in such notice, and, if the said improvements have been completed in accordance with the requirements hereof, immediately accept the same, in writing, and make final settlement with the said first party therefor, as hereinbefore stipulated; but no such settlement

IN RE PUBLIC ROAD FROM THE ANDREW
STILLWELL FARM TO THE FARM OF MRS
SEGLER.

In Commissioners Court Upshur County Texas.
February term 1916. Feby 17th 1916

On this day came on to be considered the petition of J H Holmes and others,
praying for a new road of third class; Begining at the Old Cherokee Trace at the Andrew
Stillwell farm and running almost East along the present defined road to the intersection
with the Gilmer and Simpsonville public road at the farm of Mrs Segler.

And it appearing that said petition has the required number of signers
thereto and that 20 days notice has been given as required by law and no objections filed.

It is therefore considered and ordered by the court that said road be opened
as prayed for in said petition, but without cost to Upshur County.

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IN RE RESIGNATION OF J O GUMBIE
AS Justice of Peace of Pre. No 4
and appointment of W R Arrington
to fill out his unexpired term.

In Commissioners Court Upshur County Texas.
February Term 1916. Feby 17th 1916

On this day came on to be considered the resignation of J O Gumbie as
Justice of the Peace of Precinct No 4 of said county;

It is therefore ordered by the court that said resignation be accepted,
and O N Lytle is hereby appointed to fill out his unexpired term.

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D. Walker
County Clerk

H. H. McCallister
County Judge

