



## UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

June 12, 1972

Commissioners Court met in regular session.

Motion was made and seconded to pass the following items of business:

To advertise for bids for lumber, tile, batteries, tires, accessories, gasoline, oil and grease. Bids to cover period July 1, 1972 thru June 30, 1973. Advertise for bids for one Motor Grader for Precinct # 2.

Bid of A-1 Cleaning Co. received for sand blasting Courthouse, caulking windows etc. Wait ten days and if no other bids received to accept bid of A-1 Cleaning Co. for work as specified.

Authorize L. G. McKinley and Cantrell Loyd to attend Judges and Commissioner Convention in Waco, Texas June 14 thru 17.

L. G. McKinley  
Offie Mohler  
Cantrell Loyd  
E. J. Fanning  
Neal McCaskey

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LEMCO  
UNDERCARRIAGE  
PARTS FOR  
ALL TRACTORS  
REBUILT &  
USED ENGINES

*Tractor Parts Distributors, Inc.*

P. O. BOX 4307 AREA CODE 214 LYRIC 4-3731  
GLADEWATER HIGHWAY  
TYLER TEXAS 75708

A COMPLETE LINE OF  
NEW & USED PARTS  
FOR TRACTORS, GRADERS  
& DRAGLINES

June 20, 1972

Honorable County Judge  
and Commissioners Court  
Upshur County  
Gilmer, Texas

Gentlemen:

As per your request we are pleased to quote you the following  
for Upshur County Precinct No. 2:

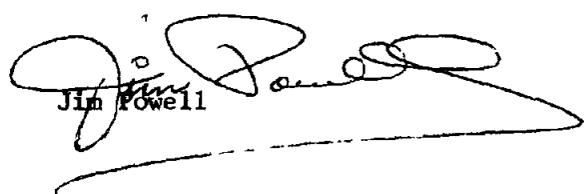
One rebuilt Allis-Chalmers Model DD Motor Grader  
Serial Number 4056 equipped with Power Circle Turn,  
Leaning Front Wheels and Power Steering.

Less one Allis-Chalmers Model D Motor Grader

Net difference delivered . . . . . \$8,750.00

Thank you for opportunity to bid on any machinery you may need.

TRACTOR PARTS DISTRIBUTORS, INC.

  
Jim Powell



GEO. P. BANE, INC. / 220 N GLENWOOD BLVD / BOX 4299 / 597-6641 (214) / TYLER TEXAS 75701

June 22, 1972

The Honorable County Judge  
and Commissioners' Court  
Upshur County  
Gilmer, Texas

Gentlemen:

We are pleased to submit our bid on your machinery requirements for Precinct No. 2 as follows:

One new Allis-Chalmers Model M-65 Motor Grader  
equipped as follows:

Tandem 4 Wheel Drive;  
Hydraulic Controlled;  
12 Volt Electric Starting;  
Dry Type Air Cleaner;  
Muffler;  
Stop Lite;  
Power Steering;  
Leaning Front Wheels;  
Power Circle Turn;  
8:25 X 20 Tires, Front & Rear;  
10 Ft. Hydraulic Shift Moldboard;

Less trade-in of one Allis-Chalmers Model D Motor  
Grader S/N

Net difference F.O.B. Upshur County, Texas . . . \$12,000.00

WHITE-OLIVER  
SEAMAN MIXERS



CONSTRUCTION EQUIPMENT  
SALES - SERVICE - PARTS - RENTALS



MELROE BOBCAT  
LORAIN CRANES

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The Honorable County Judge and Commissioners' Court -  
Upshur County - June 22, 1972

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We are enclosing descriptive literature on the Allis-Chalmers  
Model M-65 and hope that we may have the pleasure of serving  
you.

Sincerely yours,

GEORGE P. BANE, INC.

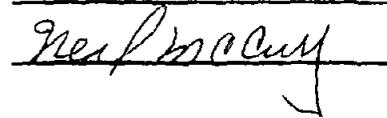


T. D. Whitaker  
Sales Manager

TDW:ci

Enc.

ACCEPTED:





Gulf Oil Corporation



WLR/lt  
6/20/72

QUOTATION AND CONTRACT OF SALE

GULF OIL CORPORATION, acting through Gulf Oil Company - U.S., a Division of Gulf Oil Corporation, hereinafter called "Seller", quotes as follows, subject to the terms and conditions stated below and on the reverse hereof

To

PURCHASER'S COPY

Upshur County  
Gilmer, Texas 75644

hereinafter called Purchaser, for use in Purchaser's plants at **Gilmer, Texas**

Products	Quantity	Method of Delivery	Price or Price Basis
No Nox - 100.3R	54,000 gal.	TW	\$0.1549/Gal.
Good Gulf - 94.5R	54,000 gal.	TW	0.1349/Gal.
#2 Diesel Fuel	12,000 gal.	TW	0.1305/Gal.

Automotive and Industrial Oils and Greases at Contract Price in effect on date and time of delivery less 9¢ per gallon on oils and 1¢ per pound on greases, with the exception of all Gulf Pride Motor Oils.

The above special prices are firm for the period of this contract.

Period... 7/1/72 to 6/30/73... Reasonable notice of required delivery shall be given Seller at **Gilmer, Texas, Herbert Young, Phone: 214-843-2224**

Terms of Payment **Net - 30**

Acceptance. This offer shall expire at close of business **7/11/72** unless accepted by Purchaser by that time or extended in writing by Seller

This instrument contains each and every agreement and understanding existing between the parties relating to the subject matter of this contract, and no amendments or alterations thereto shall have any effect unless made in writing and properly signed by authorized representative of Purchaser and Seller.

THE ABOVE QUOTATION IS ACCEPTED AND CONTRACT SHALL BE EFFECTIVE AS OF DATE SHOWN BELOW.

UPSHUR COUNTY

GULF OIL CORPORATION  
W. L. ROBERTSON, SALES ENGINEER

By: *[Signature]*  
 name  
*County Auditor*  
 title  
*4/23/72*  
 date

By: *[Signature]*  
 Title **W. J. Green, Area Manager**  
 Gulf Oil Company - U.S.,  
 a Division of Gulf Oil Corporation  
 P. O. Box 34219-Farmers Branch Sta.  
 Dallas, Texas 75234  
 address of Gulf office

GUS 40015

## CONDITIONS

- 1 TAXES, - In addition to quoted prices, PURCHASER shall pay SELLER the amount of any and all taxes now or hereafter assessed or imposed by any Municipal, State or United States Government on the products or contract covered by or resulting from this quotation, or the manufacture, use or sale of said products, unless PURCHASER shall be entitled by law to an exemption from said tax and shall furnish seller with proper exemption certificate when shipping instructions are given.
- 2 SHIPMENTS - Claims regarding shortage in quantity shall be made at the time of delivery. Any claims regarding variance in quality of products delivered by SELLER shall be made within fifteen (15) days after date of delivery.  
Should transportation equipment furnished by the SELLER be in bad order or leaking, the PURCHASER shall notify the carrier and secure examination by the authorized agent of the carrier as to the condition of the equipment before same is unloaded  
It is understood that in the event of any claims asserted by the PURCHASER hereunder the SELLER shall be given an opportunity to promptly inspect the products or goods delivered and failure of the PURCHASER to comply with these requirements shall operate as a waiver of any and all claims by the PURCHASER
- 3 LIABILITY - When shipment is made by public carrier and sale is f.o.b. shipping point title and risk of loss shall pass from SELLER to PURCHASER when loading has been completed. When sale is made on a delivered price basis in SELLERS equipment or when freight is prepaid by SELLER, title shall pass to PURCHASER upon arrival of shipment at destination specified in PURCHASER'S order.
- 4 DELIVERIES DELAYED OR PREVENTED - PURCHASER and SELLER shall be absolved from their respective obligations to deliver or accept delivery of products under this quotation when and to the extent that performance thereof is delayed or prevented by any cause reasonably beyond the control of PURCHASER or SELLER. Deliveries which have been suspended shall not be required to be made upon the resumption of deliveries, but the total quantity required under this quotation shall be reduced by the amount not delivered during such suspension, computed on the basis of the average monthly quantity.
- 5 Should PURCHASER fail to pay any amount when and as due, or should PURCHASER'S financial responsibility become unacceptable to SELLER, this contract may be terminated without notice at the option of SELLER, and no forbearance, course of dealing or prior payment shall affect this right of SELLER.
- 6 If shipped in returnable drums, deposit charge shall be made as indicated in this quotation, and credit for deposit shall be allowed if empty drums are returned within a reasonable time in good condition to the proper Gulf terminal or bulk plant.
- 7 Unless otherwise specified all shipments are to be made in approximately equal monthly quantities.

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