



D. W. LOYD
COUNTY CLERK
UPSHUR COUNTY COURTHOUSE
GILMER, TEXAS 75644

PHONE 843-3118

Feb. 11, 1974

Commissioners Court met in regular session with all members present.

Discussion was heard on the plans and specifications for the remodelling of the Upshur County Court House.

Motion was made by Offie Nobles and seconded by Neal McCurry to accept the bid of Besco Construction Company & Associates, base bid of \$656,000.00 with alternates and deletions as per addendum No. 4 for remodelling of County Court House and jail-contract price as per alternates and deletions is \$587,217.00 as shown by contract signed. Motion carried.

A copy of contract between owner and contractor, copy of addendum No. 4 and a copy of plans and specifications are filed in the Office of the County Clerk.

L. G. McKeenly
Offie Nobles
Carroll Boyd
John L. Still
Neal McCurry

74 FEB 15 PM 3:16

FILED
CLERK OF UPSHUR COUNTY

VOL. 16 PG. 391

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a
STIPULATED SUM

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction
This document has important legal consequences, consultation with an attorney is encouraged with respect to its
completion or modification

AGREEMENT

made this Eleventh day of February in the year of Nineteen
Hundred and Seventy-four

BETWEEN

Upshur County, Texas

the Owner, and

Desco Construction Company & Associates

the Contractor.

The Owner and the Contractor agree as set forth below.

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 8.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for

Remodelling of the Upshur County Court House, Gilmer, Texas

(Insert above the caption descriptive of the Work as used on other Contract Documents)

ARTICLE 3

ARCHITECT

The Architect for this Project is **Leland A. Guinn, A.I.A.**

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced **within 14 days**

and completed **within 365 calendar days**

(Here insert any special provisions for liquidated damages relating to failure to complete on time)

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ARTICLE 5
CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of

**Five Hundred Eighty Seven Thousand Two Hundred Seventeen
& No/100 Dollars (\$587,217.00)**

(State here the lump sum amount, unit prices, or both, as desired)

Payment to the Contractor will be made in the manner set forth in the Supplementary General Conditions relating to Payment Control which are made a part of this Contract.

ARTICLE 6
PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the tenth day of each month ninety per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to the first day of that month, less the aggregate of previous payments in each case, and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

(Here insert any provisions made for limiting or reducing the amount retained after the Work reaches a certain stage of completion)

ARTICLE 7

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor ^{thirty} days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 8

MISCELLANEOUS PROVISIONS

8.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

8.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable)

The General Conditions

The Supplementary General Conditions

Wage Rates, 2 pages

The Specifications; Divisions 1 thru 12, and Divisions 14 thru 17

The Drawings; Sheets A1 thru A-17, ME1, M1 thru M11, E1 thru E7, and XL1 thru XE3

Addendums No. 1, 2, 3 and 4

Alternate No. 2

8.3 Extra Work: If requested to perform extra work, the Contractor agrees to perform on a "Time and Material" basis for his out-of-pocket expenses plus fifteen percent (15%).

8.4 Sub-Contractor: The Contractor agrees to use Sisson & Son in the accomplishment of the Electrical, Heating & Air Conditioning and Plumbing work.

This Agreement executed the day and year first written above.

OWNER

CONTRACTOR

UPSHUR COUNTY, TEXAS

BESCO CONSTRUCTION COMPANY & ASSOCIATES

X. M. McLaughlin

Dwight Beason

O. P. H. H. H.

Carroll Ray

Charles G. Still

Nat M. C. C.

Dwight Beason

CONTRACT OPTIONS

OPTION NO. 1 - Minimum Reductions Plus Alternates

Base Bid	\$656,000
Deduct	<u>88,000</u>
Sub-total	\$568,000
Add Alt. 1 & 2	<u>22,150</u>
TOTAL	\$590,154

OPTION NO. 2 - Minimum Reductions Without Alternates

Base Bid	\$656,000
Deduct	<u>88,000</u>
TOTAL	\$568,000

OPTION NO. 3 - MINIMUM REDUCTIONS Without Elevator

Base Bid	\$656,000
Deduct	<u>127,000</u>
TOTAL	\$529,000

OPTION NO. 4 - MAXIMUM Reduction Plus Elevator

Base Bid	\$656,000
Deduct	<u>109,400</u>
TOTAL	\$546,600

OPTION NO. 5 - MAXIMUM REDUCTION

Base Bid	\$656,000
Deduct	<u>151,300</u>
TOTAL	\$504,700*

*If Building Permit is required by the City of Gilmer,
add \$820 for total of \$505,520.00

NOTE: Included in all Options is \$10,000.00 Contingency Fee

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CONTRACTOR'S PROPOSAL FORM

Date January 22, 1974

Honorable L. G. McKinley, County Judge
Upshur County, Texas

Having carefully examined the plans and specifications for the REMODELLING OF THE UPSHUR COUNTY COURT HOUSE, GILMER, TEXAS, as well as the premises and conditions affecting the work, I propose to furnish all labor, materials and equipment necessary to complete the work for the sum of:

BASE BID: *

SIX HUNDRED FIFTY-SIX THOUSAND Dollars (\$ 656,000)

ALTERNATE NO. 1 (to install drive cover):

Add Fifteen Thousand-Four Hundred-Eighty Dollars (\$ 15,480⁰⁰)

ALTERNATE NO. 2 (to install new exterior steps & Loggia floors)

Add Thirty-Six Thousand-Nine Hundred Dollars (\$ 36,900⁰⁰)

EXTRA WORK:

If requested to perform extra work, the Undersigned agrees to perform on a "Time and Material" basis for his out-of-pocket expense plus 15 %.

COMPLETION TIME:

The undersigned agrees, if this proposal is accepted by you, to execute a contract for the above work for the above stated compensation in the form of the Standard Agreement of the American Institute of Architects (as amended), and to guarantee completion of this work within 365 calendar days of the date of the issuance of the Work Order.

SUB-CONTRACTORS:

The Undersigned proposes to use the following sub-contractors in the accomplishment of the Contract:

- a. Electrical SISSON & SONS
- b. Heating & Air Conditioning SISSON & SON'S
- c. Plumbing SISSON & SON'S

FILED
D.W. LOYD
CLERK OF COUNTY

BID BOND:

The Undersigned, provided the bid ~~is~~ accepted, agrees to enter into a contract in accordance with the contract documents within ten (10) days after the contract is awarded. In accordance with the terms of the Instructions to Bidders, enclosed is a cashier's check, certified check or bid bond of not less than 5% of the bid, which shall be retained by you as liquidated damages if the Undersigned fails to execute the Contract and bonds if awarded the Contract.

CERTIFICATES OF OBLIGATION:

The Undersigned understands that you will issue Certificates of Obligation in payment for all or a portion of the contract price, and the Undersigned, if awarded the Contract, will elect to ~~assign~~/assign (strike out one) such certificates.
L B.

The Undersigned acknowledges that you reserve the right to accept or reject any proposal deemed to be in your best interest.

Respectfully submitted:


Authorized Signature

Partner
Title

For:

BESCO CONSTRUCTION COMPANY & ASSOC.
Name of Contracting Firm

Address:

P.O. BOX 3231

LONGVIEW, TEXAS 75601

Telephone: 758-3137

We acknowledge the receipt of the following addenda:

1, 2, & 3

Remodelling of the
UPSHUR COUNTY COURT HOUSE
Gilmer, Texas

11 February 1974

Leland A. Guinn AIA, Architect
Post Office Box 149
Longview, Texas

ADDENDUM NO. 4

To: All Prime Contract Bidders on record:

Please acknowledge receipt of this Addendum by inserting its number in the Contractor's Proposal Form. Failure to do so may subject the bidder to disqualification. This Addendum forms a part of the Contract Documents and modifies them as follows:

1. Delete Exercise Area on roof, portion of Stair No. 3 from Fourth Floor to Roof, Stair Penthouse, concrete slab, chain link fence and gates, and extension of existing boiler stack.
2. Delete asphalt drive at east side of Courthouse Building.
3. Delete all work at Meeting Room 302, Toilet 305 and Vestibule 305A, except as required by installation of Stair No. 3. Omit door and frame No. 3 from Space 303A to Stair Hall.
4. Reduce Seating Allowance from \$6,000.00 to \$5,000.00.
5. Substitute face brick to match existing brick for limestone and slate at exterior at Fourth Floor Windows.
6. Delete "star" limestone panels and fill existing clock openings at exterior with stucco on metal lath.
7. Substitute dry wall on metal studs for metal lath and plaster at walls and furrings, except duct furrings.
8. Add Fenestra to list of approved metal window suppliers.
9. Delete job sign.
10. Substitute oak handrails for bronze handrails and substitute malleable iron handrail brackets for bronze handrail brackets. Iron handrail brackets shall be similar to J. G. Braun Co. catalogue number 4589.
11. Delete paragraph 4A-09, RESTORATION OF EXISTING MASONRY, from Section 4A of the Specifications.
12. In lieu of PARKER Recessed Combination Paper Towel Dispenser and Waste Receptacles No. 600 and 600 SR, Furnish SCOTT Paper Dispenser No. 995-3, brushed chrome in Spaces No. 14, 124, 27 and 106.
13. Delete new concrete floors in Space 306.

14. In lieu of Kitchen Equipment specified in Section 11B of the Specifications, substitute the following:
 - a. Refrigerator-Freezer: WHIRLPOOL Model No. EXT 19PT, white color.
 - b. Range: WHIRLPOOL Free Standing Electric Range, Model No. RYE 3500, white color.
 - c. Dishwasher: WHIRLPOOL Model No. SXU 400, white color.
15. Delete Painting of existing steel sash windows, exterior and interior, except where windows are repaired.
16. Omit steel shower stalls in the Jail, and construct shower stalls of concrete block with ceramic tile floors, base and walls.
17. Instead of purchasing new steel bunks and dining tables, reuse existing bunks and tables; repair, clean and paint.
18. In lieu of vision panels indicated and specified, substitute vision panels constructed of hollow-metal frames and stops, glazed with 3/8" PLEXIGLAS 70.
19. Delete Items 1,b and 1,c of Addendum No. 2, Item No. 1 and 2 from Addendum No. 3, and make the following substitutions to Section 8C of the Specifications:
 - a. Omit paragraphs 8C-02, b and c, and substitute the following:
 - "b. Plastic Glazing: PLEXIGLAS 70 Acrylic Sheet, manufactured by the Plastics Department, Rohm and Haas Company, Independence Mall West, Philadelphia, Penn., thickness as specified below. Contractor shall furnish Owner with guarantee against breakage and weathering for 3 years following installation."
 - b. Delete paragraph 8C-02, c, Plastic Glazing.
 - c. Change paragraph 8C-03, a, to read as follows:
 - "a. Jail Fixed Glass & Door Lights: Fixed glass frames, door light and vision panels in Control Room, Space 404, shall be glazed with 1" thick plastic glazing. All other openings in Jail, including exterior windows shall be glazed with 3/8" plastic glazing. Plastic glazing shall be installed in strict accordance with manufacturer's recommendations."
20. Change strength requirements for concrete fill for concrete block walls in Jail from 6,000 p.s.i. to 4,000 p.s.i., and reduce minimum sacks of cement per yard of concrete from 6 to 5.
21. Omit concrete and steel reinforcement from concrete block walls in Jail, except for walls adjacent to cells, day rooms, Inmate Visitor Room Space 408, Control Room Space 404, Shower Space 426 and Toilet Space 406.

22. Specifications, Section 9H, change Paragraph 9H-07,f, to read as follows:
- "f. Interior Concrete Block, Concrete and Brick in Jail Area:
- 1 coat S-W Bloc-Tex (concrete block only)
 - 1 coat S-W PC Wall Primer and Sealer
 - 1 coat S-W Quali-Craft Alkyd Ed-Shel"
23. Revise Section 7A, ROOFING & SHEETMETAL, as follows:
- a. Change the following paragraphs under 7A-02, MATERIALS, as follows:
 - "b. Roofing Asphalt: GAF Roofing Asphalt
 - "c. Roofing Felt: GAF Asbestos Felt, No. 15
 - "d. Base Sheet: GAF Asbestos Base Sheet."
 - b. Change 7A-05, APPLICATION OF BUILT-UP ROOF, to read as follows:

"Roofing shall be installed in accordance with GAF Specification 212."
24. Omit carpet and vinyl wall covering in County Judges Office, Space 116. Paint existing walls.
25. Include in Contract Amount a Contingency Allowance of \$10,000.00. This Allowance will be administered by the Architect, and any balance remaining at the end of construction will be credited to the Owner.
26. Change ceramic wall tile (Section 9B, 9B-03, a) from 2" x 2" ceramic mosaic tile to 4-1/4" x 4-1/4" matte glazed ceramic tile.
27. Change Detention Equipment Specifications, Section 11A, to read that the General Contractor shall install all detention equipment in strict accordance with written instructions from the Detention Equipment Supplier.
28. Change type of ceiling in District Court Room, Space 202, from Type "C" to Type "A".
29. Add BILCO Roof Scuttle, Type "S", 2'-6" x 3'-0", manufactured by The Bilco Co., or equal as approved by Architect, at the roof above Vestibule, Space 402, Fourth Floor.
30. Revise Alternate No. 2 as follows:
- a. Leave existing terrazzo surface on Loggia floors and install abrasive surfaced quarry tile in lieu of granite on existing steps and risers.
 - b. Install aluminum handrails at center of steps similar to bronze handrails as described in Item 22 of Addendum No. 2.

31. Increase amount of Finish Hardware Allowance to \$3,000.00.
32. Revise Jail electric lock control console as approved by Architect.
33. Revise the Light Fixture Schedule as follows:

<u>Mark</u>	<u>Manufacturer's Catalog Number</u>
A	Lithonia, 2G 440 A 12
B	Lithonia, 2G 240 A 12
B-1	Lithonia, 2G 240 A 12 w/2-1 Lt. HFP Ballast
C	Lithonia, LB 240 A 12
C-1	Lithonia, LB 440 A
D	Lithonia, 2M 440 MA 12
D-1	Lithonia, M 240 MA 12
E	Guth, M 670 3/PB/SP w/2-1 Lt. Ballast
F	Markstone, W 100-92
G	As Specified
H	Markstone, 9460
J	Lithonia, G 240 RWA 12
K	Markstone, P 751-WWG 8
L	Kenall, 3663
M	Omit
N	Lithonia, C 240
X-1	Lithonia, EP1WR
X-2	Lithonia, EP2WR
X-3	Lithonia, EP1WR
X-4	Lithonia, EP1WR

34. Change Switch and Receptacles to those as listed below:

Receptacle - Leviton 5320-6-1
 Single Pole Switches - Leviton 1451-1
 Three Pole Switches - Leviton 1453-1
 Four Pole Switches - Leviton 54504-1

35. Substitute intercom system as approved by Architect.
36. Substitute aluminum wiring in lieu of copper wiring for size 1 and larger, except 250 THHN wiring. Copper wiring shall be one size larger than indicated for copper wiring.
37. Change Electrical Panels B, C, 4A and 4B to Load Center types.
38. Change Main Electrical Switchboard to Type CCB with aluminum busses.
39. Omit 4 Type "L" fixtures in Medium Security Day Room and 2 Type "L" fixtures in Maximum Security Day Room, Jail.
40. Owner shall furnish temporary electrical service for construction. Electrical Sub-contractor shall install required electrical outlets throughout the Building for use during construction.
41. Delete Type "M" light fixture in District Courtroom, and cover existing outlet boxes with blank covers.
42. Move main electrical switchboard to northeast corner of Mechanical Room, Space 11.
43. Delete the following light fixtures:

<u>Floor</u>	<u>Space Number</u>	<u>Fixture Type</u>	<u>Number of Fixtures Deleted</u>	
Basement	15	A	2	
	15A	A	2	
	16	A	4	
	18	A	2	
	19	B	2	
	23	B	2	
	25	B	2	
	24	A	2	
	13	A	2	
	First	111B	A	3
		111	A	2
		112	A	4
		115	A	2
114		A	2	
117		A	2	
118		A	6	
Second	119	B	3	
	203	A	2	
	205	A	2	
	206	A	1	
	207	A	2	
	212	A	1	
	218	B	3	
	221	A	3	
	222	A	2	
225	A	2		

CLERK

44. Delete charcoal filters at Jail air conditioning unit.
45. Change air conditioning system at ⁷⁴ offices at East and West Sides of Second Floor from fan coil units to ducted system with suspended air handler units. Use rigid PVC pipe for condensate drains.
46. Use existing water and gas service.
47. Omit insulation on domestic cold water piping, except where there is danger of condensation, in the opinion of the Architect.
48. Delete the heat exchanger on the boiler, delete F.M. controls and decrease size of the boiler to 1,200,000 B.T.U. output.
49. Substitute total pneumatic temperature control system in lieu of electronic-pneumatic, as approved by Architect.
50. Use galvanized water pipe in lieu of copper water pipe.
51. Check, renovate and re-use existing sump pumps.
52. Use two pipe system in lieu of four pipe system on air conditioning chilled water and delete stand-by pump.
53. Use shop-made sound traps similar in design to factory-made traps as specified, as approved by Architect.
54. Change thickness of pipe insulation as follows:
Chilled Water Piping - 1"
Hot Water - 1/2"
and insulate Drain Pipe above ceiling with 1" duct wrap.
55. Heating and cooling system shall be balanced by the Mechanical Sub-contractor.
56. Re-use those existing plumbing fixtures which, in the opinion of the Architect, are in satisfactory condition. Replace trim, including toilet seats, on fixtures which are approved for re-use.
57. In lieu of the Outdoor Packed Chillers specified, install York LCH-73 Chiller, or equal as approved by the Architect, with matching Marley Cooling Tower located where directed by the Architect. Recess cooling tower in ground, install earth berm around location with excavated earth, cover area below tower with 6" washed gravel and install drain under tower with pipe to edge of property.
58. Re-use existing domestic drinking water system. Replace china bubblers which, in the opinion of the Architect, are defective, and replace trim on bubblers which are approved for re-use.
59. Add dimmer controls to lighting fixtures in the Cells.

AN ORDER by the Commissioners' Court of ¹⁷⁴ 3:33
Upshur County, Texas, (1) ratifying and
confirming a contract for remodeling and
improving the Upshur County Courthouse, and
(2) authorizing the issuance of \$400,000
"UPSHUR COUNTY, TEXAS, CERTIFICATES OF
OBLIGATION, SERIES 1974," dated March 1,
1974, for the payment of all or a portion
of the County's contractual obligation
incurred pursuant to said contract.

WHEREAS, by an order heretofore passed by this Commis-
sioners' Court on the 17th day of December, 1973, the County
Judge of Upshur County, Texas, caused to be published a notice
to bidders of the County's intention to receive bids and let
contract for remodeling and improving the Upshur County Court-
house, and of the County's intention to issue certificates of
obligation in payment of all or a portion of the contract; and,

WHEREAS, said notice was published in THE GILMER
MIRROR on Dec. 20, 1973 and on Dec. 27,
1973, the date of the first publication being not less than four-
teen (14) full days prior to the date set for the receipt of bids;
and,

WHEREAS, in response to such advertisement for bids, pro-
posals were received and reviewed by the County Judge, which
bids were again referred for further tabulation and checking,
and he has reported to this Court that the lowest and best bid
was submitted by BESCO CONSTRUCTION CO. AND ASSOCIATES, P. O.
Box 3231, Longview, Texas, in the sum of \$587,217.00; and,

WHEREAS, it is affirmatively found and determined that
the aforesaid proposal or bid of BESCO CONSTRUCTION CO. AND
ASSOCIATES was submitted in accordance with the plans and
specifications and the published notice to bidders; and,

WHEREAS, it is further found and determined that the bid
of BESCO CONSTRUCTION CO. AND ASSOCIATES of Longview, Texas,
was the lowest and best bid submitted in response to the afore-
mentioned notice to bidders and that the following contract
should be and the same is hereby authorized to be executed by
and between the County of Upshur, Texas, and the aforesaid
successful bidder, to wit:

AND WHEREAS, it is further found and determined that the performance bond and payment bond submitted by the said successful bidder in relation to the aforementioned contract are in proper form and order; and,

WHEREAS, the Commissioners' Court affirmatively finds and determines that no petition of any kind has been submitted to the County Clerk of Upshur County, Texas, or to any member of the Commissioners' Court, or to any officer of said County whomsoever, requesting a referendum vote upon the question of authorizing the issuance of bonds of said County for the purpose of providing the money to pay for all or part of the improvements to be made, or in any manner questioning the awarding of a contract for the construction of said improvements, or the issuance of the interest bearing certificates of obligation of the County in payment thereof; and,

WHEREAS, under the provisions of The Certificate of Obligation Act of 1971, as amended, this County has the requisite power and authority to provide for the payment of the aforementioned contractual obligation for the purpose and in the manner hereinafter set forth, and it is now desired to authorize the issuance of certificates of obligation so as to provide for the payment of such contractual obligation; now, therefore,

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

SECTION 1: That all of the recitals and findings contained in the preamble hereof are hereby found to be true and are hereby adopted by this Court. All actions heretofore taken in the issuance of the notice of intention to receive bids are hereby in all things ratified and confirmed.

SECTION 2: That the plans, specifications and contract documents, including the minimum wage rates set forth therein, on file with the County Clerk, Upshur County Courthouse, Gilmer, Texas, are in all things hereby ratified and approved.

SECTION 3: That the contract set forth in the preamble hereof is hereby in all things ratified, approved, confirmed and adopted, and the County Judge and County Clerk are hereby authorized to execute the same for and on behalf of Upshur County, Texas, as the act and deed of said County and this Commissioners' Court.

SECTION 4: That the payment bond and the performance bond submitted by Besco Construction Co. and Associates, each in the full amount of the contract for the purpose of furnishing all plant, labor, materials and equipment and the performing of all work required for remodeling and improving the Upshur County Courthouse, and executed by a surety company authorized to do business in the State of Texas, are hereby approved.

SECTION 5: That in order to pay the aforementioned contractual obligation of the County incurred for the purpose of furnishing all plant, labor, materials and equipment and the performing of all work required for remodeling and improving the Upshur County Courthouse, there shall be, and there is hereby ordered to be issued, under and by virtue of the Constitution and laws of the State of Texas, certificates of obligation of said County in the total principal sum of FOUR HUNDRED THOUSAND DOLLARS (\$400,000), to be known as "UPSHUR COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 1974," dated March 1, 1974.

SECTION 6: That said certificates shall be numbered consecutively from One (1) through Four Hundred (400); shall each be in denomination of One Thousand Dollars (\$1,000), and shall mature on March 1, 1989.

PROVIDED, HOWEVER, that the County of Upshur, Texas, reserves the right to redeem all certificates of said series, in whole or any part thereof, on March 1, 1979, or on any interest payment date thereafter, at the price of par and accrued interest to the date fixed for redemption; and PROVIDED, FURTHER, that at least thirty (30) days prior to any interest payment date upon which any of said certificates are to be redeemed, a notice of redemption signed by the County Clerk (specifying the serial numbers and amount of certificates to be redeemed) shall have been filed with the FARMERS AND MERCHANTS NATIONAL BANK, Gilmer, Texas, and with the FIRST NATIONAL BANK, Gilmer, Texas (the paying agents named in each of said certificates); and should any certificate or certificates not be presented for redemption pursuant to such notice, the same shall cease to bear interest from and after the date so fixed for redemption.

SECTION 7: That the certificates shall bear interest from date to maturity at the rate of FIVE PER CENTUM (5%) per annum, such interest to be evidenced by proper coupons attached to each of said certificates, and said interest shall be payable on March 1, 1975, and semiannually thereafter on September 1 and March 1 in each year.

SECTION 8: That both principal of and interest on said certificates shall be payable in lawful money of the United States of America, without exchange or collection charges to the owner or holder, upon presentation and surrender of certificates or proper coupons at the FARMERS AND MERCHANTS NATIONAL BANK, Gilmer, Texas, or, at the option of the holder, at the FIRST NATIONAL BANK, Gilmer, Texas.

SECTION 9: That said certificates shall be signed by the County Judge, countersigned by the County Clerk, and registered by the County Treasurer, and the seal of the Commissioners' Court of said County shall be impressed on each of said certificates; and the facsimile signatures of the County Judge and County Clerk may be imprinted on the interest coupons and execution of said interest coupons in such manner shall have the same effect as if such coupons had been signed by said officers in person by their manual signatures; and in registering said certificates the County Treasurer shall write on the face of same the date of registration and shall sign his name officially thereto.

SECTION 10: That the form of said certificates shall be substantially as follows:

NO. _____ UNITED STATES OF AMERICA \$1,000

STATE OF TEXAS

COUNTY OF UPSHUR

UPSHUR COUNTY, TEXAS, CERTIFICATE OF
OBLIGATION, SERIES 1974

THIS IS TO CERTIFY that, FOR VALUE RECEIVED, the County of Upshur, a body corporate and politic of the State of Texas, is justly indebted to and hereby obligates itself to pay to bearer, on the FIRST DAY OF MARCH, 1989, the sum of

ONE THOUSAND DOLLARS

(\$1,000), in lawful money of the United States of America, with interest thereon from the date hereof to maturity at the rate of FIVE PER CENTUM (5%) per annum, payable on March 1, 1975, and semiannually thereafter on September 1 and March 1 in each year, and interest falling due on or prior to maturity hereof is payable only upon presentation and surrender of the interest coupons hereto attached as they severally become due.

BOTH PRINCIPAL OF and interest on this certificate are hereby made payable at the FARMERS AND MERCHANTS NATIONAL BANK, Gilmer, Texas, or, at the option of the holder, at the FIRST NATIONAL BANK, Gilmer, Texas, without exchange or collection charges to the owner or holder, and for the prompt payment of this certificate and the interest thereon at maturity, the full faith, credit and resources of Upshur County are hereby irrevocably pledged.

THIS CERTIFICATE OF OBLIGATION is one of a series of Four Hundred (400) serial certificates, numbered consecutively from One (1) through Four Hundred (400), each in the denomination of One Thousand Dollars (\$1,000), issued for the purpose of paying contractual obligations of the County incurred for the purpose of furnishing all plant, labor, materials and equipment and the performing of all work required for remodeling and improving the Upshur County Courthouse, in accordance with the Constitution and laws of the State of Texas, and pursuant to an order duly passed by the Commissioners' Court of Upshur County, Texas, which order is of record in the Minutes of said Court.

AS SPECIFIED in the order hereinabove mentioned, the County reserves the right to redeem all certificates of this series, in whole or any part thereof, on March 1, 1979, or on any interest payment date thereafter, at the price of par and accrued interest to the date fixed for redemption; PROVIDED, HOWEVER, that at least thirty (30) days prior to any interest payment date upon which any of said certificates are to be redeemed, a notice of redemption signed by the County Clerk (specifying the serial numbers and amount of certificates to be redeemed) shall have been filed with the FARMERS AND MERCHANTS NATIONAL BANK, Gilmer, Texas, and with the FIRST NATIONAL BANK, Gilmer, Texas; and should any certificate or certificates not be presented for redemption pursuant to such notice, the same shall cease to bear interest from and after the date so fixed for redemption.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all acts, conditions and things required to be done precedent to and in the issuance of this certificate and the series of which it is a part have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; that the total indebtedness of the County, including this certificate and the series of which it is a part, does not exceed any constitutional or statutory limitation, and that a sufficient tax to pay the principal of and interest on this certificate and of the series of which it is a part at their respective maturities has been levied and will continue to be levied and collected and applied in payment thereof.

IN TESTIMONY WHEREOF, the Commissioners' Court of Upshur County, Texas, has caused the seal of said Court to be impressed hereon, and this certificate to be executed by the County Judge, countersigned by the County Clerk, registered by the County Treasurer; and the interest coupons hereto attached to be executed by the imprinted facsimile signatures of the County Judge

and County Clerk; the date of this certificate, in conformity with the order above referred to, being the FIRST DAY OF MARCH, 1974.

J. M. McKeel
County Judge, Upshur County, Texas

COUNTERSIGNED:

County Clerk, Upshur County, Texas

REGISTERED: This the _____ day of _____, 19____.

County Treasurer, Upshur County, Texas

SECTION 11: That the interest coupons attached to said certificates shall be substantially as follows:

NO. _____ ON THE FIRST DAY OF _____, \$ _____
19____.

*(unless the certificate to which this coupon pertains has been properly called for redemption in accordance with its terms,) the COUNTY OF UPSHUR, a body corporate and politic of the State of Texas, hereby promises to pay to bearer at the FARMERS AND MERCHANTS NATIONAL BANK, Gilmer, Texas, or, at the option of the holder, at the FIRST NATIONAL BANK, Gilmer, Texas, without exchange or collection charges to the owner or holder, the sum of

_____ DOLLARS

(\$ _____), in lawful money of the United States of America, said sum being _____ months' interest due that day on "UPSHUR COUNTY, TEXAS, CERTIFICATE OF OBLIGATION, SERIES 1974," dated March 1, 1974. Certificate No. _____.

County Clerk

J. M. McKeel
County Judge

SECTION 12: That the certificates herein provided for shall be executed and delivered by the County Judge, County Clerk and County Treasurer of Upshur County, Texas, upon order of the Court pursuant to estimates or accounts duly submitted and approved by the Commissioners' Court of Upshur County, Texas, prior to the delivery of such certificates in payment thereof; and any portion of the contract price not paid through the issuance and delivery of certificates shall be paid in cash out of funds on hand legally available for the purpose and unappropriated for any other purpose. That the sum of \$187,217.00 (the same being the amount of the aforesaid contract which is payable in cash rather than through the issuance of certificates) is hereby appropriated and set aside for the purpose out of the funds of the County which are on hand and legally available therefor. The County Treasurer is hereby directed to set aside such amount and the same shall be used for no other purpose.

*NOTE TO PRINTER: The expression in parentheses to be included only in coupons maturing September 1, 1979 and subsequent pertaining to all certificates.

SECTION 13: That to provide for the payment of the debt service requirements on the certificates, being (i) the interest on said certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while said certificates or interest thereon shall remain outstanding and unpaid, a sufficient tax on each one hundred dollars' valuation of taxable property in said County, adequate to pay such debt service requirements and full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of said debt service requirements, and same shall not be diverted to any other purpose. The taxes so levied shall be paid into a fund known as "SPECIAL COUNTY OF UPSHUR, TEXAS, CERTIFICATES OF OBLIGATION FUND, SERIES 1974," which is hereby established for the payment of the obligations herein authorized. The Commissioners' Court hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient for such certificates, it having been determined that the existing and available taxing authority of the County for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations.

SECTION 14: All of the certificates herein authorized shall be issued and delivered to the aforesaid Contractor for the purpose of paying the aforementioned contractual obligation of the County incurred for the purpose of remodeling and improving the Upshur County Courthouse by reason of work to be done and performed by the aforesaid Contractor. Any certificates which are not required to pay the contractual obligation incurred by the County shall be cancelled. The County specifically reserves the right to hereafter appropriate additional funds in cash so as to reduce the amount of certificates that might otherwise be required to be delivered.

PASSED AND APPROVED, this the 15th day of February, 1974.

L. M. McKinley
County Judge, Upshur County, Texas

O. P. W. Walker
Commissioner, Precinct No. 1

Carroll Boyd
Commissioner, Precinct No. 2

Charles S. Still
Commissioner, Precinct No. 3

W. S. McCune
Commissioner, Precinct No. 4

ORDER AGAIN REFERRING BIDS FOR REMODELING
AND IMPROVING THE UPSHUR COUNTY COURTHOUSE

FEB 15 PM 3:35

THE STATE OF TEXAS
COUNTY OF UPSHUR

X
X
X

ON THIS, the 11th day of February, 1974, the Commissioners' Court of Upshur County, Texas, convened in regular session at the regular meeting place thereof in the Courthouse at Gilmer, Texas, the meeting being open to the public and notice of said meeting having been given as prescribed by Article 6252-17, Section 3A, V.A.T.C.S., there being present and in attendance the following members of the Court, to wit:

L. G. MCKINLEY	COUNTY JUDGE, Presiding; and
OFFIE NOBLES	COMMISSIONER, Precinct No. 1
CANTRELL LOYD	COMMISSIONER, Precinct No. 2
CHARLES STILL	COMMISSIONER, Precinct No. 3
NEAL McCURRY	COMMISSIONER, Precinct No. 4

and with the following absent: _____, constituting a quorum; and among other proceedings had were the following:

The County Judge submitted the following order to the Court:

WHEREAS, as the result of advertisement of the County's intention to receive bids for the purpose of furnishing all plant, labor, materials and equipment and the performing of all work required for remodeling and improving the Upshur County Courthouse, bids have been received at the time and place designated in said notice to bidders, to wit: January 22, 1974 (said proposals or bids having been referred to the County Judge for consideration, checking and evaluation); and,

WHEREAS, it is found by this Court that it is necessary to again refer said proposals or bids to the County Judge for additional tabulation and checking, with the final award of contract proposed to be made on February 14, 1974, at 10:00 A. M., at which time certificates of obligation to be known as "Upshur County, Texas, Certificates of Obligation, Series 1974," dated March 1, 1974, will be authorized in payment of all or a portion of the contract price; therefore,

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

That all proposals or bids received as a result of the advertisement to bidders, mentioned in the preamble hereof, shall be again referred to the County Judge for additional tabulation and checking until 10:00 A. M. on the 15th day of February, 1974, at which time he shall submit his recommendations relating thereto to this Court, and said Court shall meet at that time for the purpose of awarding contract or contracts and authorizing issuance of certificates of obligation in payment of all or part of the contract price, or rejecting any or all bids received.

* * * * *

The above order having been read in full, it was moved by Commissioner Nobles and seconded by Commissioner

McCurry that the same be passed. Thereupon, the question being called for, the following members of the Court voted "AYE": County Judge McKinley, and Commissioners Nobles, Loyd, Still and McCurry; and none voted "NO".

The County Judge declared the motion carried and the order passed, and the Clerk was instructed to record the same in the proper Minutes of the Court.

WITNESS THE SIGNATURES OF THE MEMBERS OF THE COMMISSIONERS' COURT OF UPSHUR COUNTY, TEXAS, this the 11th day of February, 1974.

L. M. McKinley
County Judge, Upshur County, Texas

O. P. Nobles
Commissioner, Precinct No. 1

Carlton Loyd
Commissioner, Precinct No. 2

Charles L. Still
Commissioner, Precinct No. 3

Nick McCurry
Commissioner, Precinct No. 4

MINUTES PERTAINING TO PASSAGE OF AN ORDER
RATIFYING AND CONFIRMING CONTRACT AND
AUTHORIZING THE ISSUANCE OF \$400,000
"UPSHUR COUNTY, TEXAS, CERTIFICATES OF
OBLIGATION, SERIES 1974," DATED MARCH 1,
1974

THE STATE OF TEXAS
COUNTY OF UPSHUR

X
X
X

ON THIS, the 15th day of February, 1974, the Commissioners' Court of Upshur County, Texas, convened in regular session at the regular meeting place thereof in the Courthouse at Gilmer, Texas, the meeting being open to the public and notice of said meeting having been given as prescribed by Article 6252-17, Section 3A, V.A.T.C.S., there being present and in attendance the following members of the Court, to wit:

L. G. MCKINLEY	COUNTY JUDGE, Presiding; and
OFFIE NOBLES	COMMISSIONER, Precinct No. 1
CANTRELL LOYD	COMMISSIONER, Precinct No. 2
CHARLES STILL	COMMISSIONER, Precinct No. 3
NEAL McCURRY	COMMISSIONER, Precinct No. 4

and with the following absent: None,
constituting a quorum; and among other proceedings had were the following:

The County Judge submitted the following order to the Court:

"AN ORDER by the Commissioners' Court of Upshur County, Texas, (1) ratifying and confirming a contract for remodeling and improving the Upshur County Courthouse, and (2) authorizing the issuance of \$400,000 'UPSHUR COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 1974,' dated March 1, 1974, for the payment of all or a portion of the County's contractual obligation incurred pursuant to said contract."

The order having been read in full, it was moved by Commissioner McCurry and seconded by Commissioner Loyd that the same be adopted. Thereupon, the question being called for, the following members of the Court voted "AYE": County Judge McKinley and Commissioners Nobles, Loyd, Still and McCurry; and none voted "NO".

The County Judge declared the motion carried and the order passed, and the Clerk was instructed to record same in the proper Minutes of the Court.

ATTEST:

L. G. McKinley
County Judge, Upshur County, Texas

D. W. Loyd
County Clerk and Ex officio Clerk
of the Commissioners' Court of
Upshur County, Texas

(Com. Crt. Seal)



UPSHUR COUNTY COMMISSIONERS COURT
GILMER, TEXAS

Commissioners Court met in regular session with all members present.

Motion made by Neal McCurry and seconded by Charles Still to accept a bid of \$200.00 to treat pecan trees at least four times during the year and to take care of the yard. Contract made with Guaranty Pest Control.

J. J. Noble
Commissioner Prec. 1

Charles L. Still
Commissioner Prec. 3

Cantrell Loyd
Commissioner prec. 2

Neal McCurry
Commissioner Prec. 4

L. H. McKinnel
County Judge



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

March 11, 1974

Commissioners Court met in regular session with all members present. Motion was made and seconded that Dr. T. J. Ford, Jr. be appointed Acting Director of the Upshur County Health Unit until such time as a permanent Director be appointed. This action taken subject to approval of State Health Department. Motion approved.

Oppe Nobles

Cantrell Loyd

Charles L. Still

Neal McCoy

Motion made and seconded to approve first cost estimate of Besco Construction Co. Estimat in amount of \$11,002.00 This amount approved by Leland A. Guinn, Architect. Approved.

Oppe Nobles

Cantrell Loyd

Charles L. Still

Neal McCoy