

THE STATE OF TEXAS

JULY 5, 1960

COUNTY OF JOHNSON

BE IT REMEMBERED AT A SPECIAL CALLED MEETING OF THE COMMISSIONERS COURT on the above mentioned date at the County Courthouse in Cleburne, Texas, the following members were present: Ted W. Myatt, County Judge; W. M. Coward, Commissioner of Precinct No. 1; S. W. Evans, Commissioner of Precinct No.2; M. W. Roland, Commissioner of Precinct No. 4, Clarence Mahanay, Bill Hudgins, J. E. Epperson, County Auditor, O. E. Cain, and M. M. Moseley, and Louis B. Lee, Co. Clerk.

A motion was made by Commissioner Evans and seconded by Commissioner Roland that the bid of Cain & Cain in the amount of \$534,795.00, base bid plus part of Alt. 2 being the lowest and best bid offered, be accepted and approved for construction of improvements and additions to the Johnson County Memorial Hospital, and that the performance bond submitted herewith be accepted and approved as good and sufficient, and that County Judge Ted W. Myatt be authorized to sign all proper contracts and other necessary instrument of writing in connection with this contract in behalf of Johnson County.

All voted aye

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Cain & Cain, Inc. as Principal, and Fidelity & Deposit Co. of Maryland, as Surety, are held and firmly bound unto Johnson County Memorial Hospital hereinafter called the Owner, in the sum of Five Hundred Thirty Four Thousand Seven Hundred Ninety Five (\$534,795.00) Dollars for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The Condition of this Obligation is such, tht whereas the principal entered into a certain contract, hereto attached, with the Owner, dated July 5, 1960, for The Construction of an Addition to Johnson County Memorial Hospital, Cleburne, Texas.

Now, Therefore, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Owner, with or without notice to the

surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, except that no change will be made which increases the total contract, price more than twenty percent in excess of the original contract price without notice to the surety, then, this obligation to be void, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 5<sup>th</sup> day of July, 1960, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate seal)	CAIN & CAIN, INC. (Corporate principal)
ATTEST:	Fort Worth, Texas (Business Address)

Wilburn Burns	By Owen E. Cain
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(Corporate seal)	FIDELITY & DEPOSIT CO. OF MARYLAND (Corporate surety)
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ATTEST:	Dallas, Texas (Business address)
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Wilburn Burns	By Del Barron
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The rate of premium on this bond is \$10.00 per thousand for first \$100,000.00  
\$ 6.50 " " for over \$100,000.00

Total amount of premium charged, \$3,826.16

#### FORM OF AGREEMENT

THIS AGREEMENT, entered into this day of July 5, 1960, by Cain & Cain, Inc. hereinafter called the "Contractor" and Johnson County Memorial Hospital hereinafter called the "Owner",

WITNESSETH that the Contractor and the Owner, in consideration of premises and of the mutual covenants, considerations and agreements herein contained, agree as follows:

STATEMENT OF WORK. - The Contractor shall furnish all labor and materials and perform all work for the Construction of an Addition to Johnson County Memorial Hospital, Cleburne, Texas in strict accordance with the specifications dated April 27, 1960, for Project - Texas - 193, Addition to Memorial Hospital, Johnson County, Texas per plans prepared by M. M. Moseley, Architect, including General plans 1 thru 21 and Mechanical and Electrical

plans M1 thru M23. Addenda thereto Numbered 1 and 2 and the drawings listed therein, all of which are made a part hereof.

TIME FOR COMPLETION. - The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within 360 calendar days from and after said date as specified herein paragraph 1 of the General Requirements.

COMPENSATION TO BE PAID TO CONTRACTOR. - The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract, subject to additions and deductions as provided therein, the sum of Five Hundred Thirty Thousand Nine Hundred Ninety Five Dollars and no cents, (\$530,995.00) being the amount of the Contractor's Base Bid for The construction of an addition to Johnson County Memorial Hospital including Alternate Prices #2 in the amount of Three Thousand Eight Hundred Dollars (\$3,800.00).

IN WITNESS WHEREOF, The parties hereto on the day and year first above written have executed this agreement in 4 counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.

(Corporate seal)

CAIN & CAIN, INC. (Contractor)

ATTEST:

By Owen E. Cain

Wilburn Burns

P. O. Box 685, Ft. Worth, Texas

JOHNSON COUNTY MEMORIAL HOSPITAL, (Owner)

By Ted W. Myatt, County Judge

Johnson Co.

#### FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Cain & Cain, Inc. as Principal, and Fidelity & Deposit Co. of Maryland as Surety, are held and firmly bound unto Johnson County Memorial Hospital hereinafter called the Owner, in the sum of Five Hundred Thirty Four Thousand Seven Hundred Ninety Five (\$534,795.00) Dollars, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated July

5, 1960, for The construction of an addition to Johnson County Memorial Hospital, Cleburne, Texas.

Now, therefore, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, except that no change will be made which increases the total contract price more than twenty percent in excess of the original contract price without notice to the surety, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 5<sup>th</sup> day of July, 1960, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST: CAIN & CAIN, INC. (Corporate principal)

Wilburn Burns Fort Worth, Texas (Business address)

(Corporate seal) By Owen E. Cain

ATTEST: Fidelity & Deposit Co. of Maryland  
(Corporate Surety)

Wilburn Burns Dallas, Texas (Business address)

(Corporate seal) By Del Barron

The rate of premium on this bond is No charge per thousand.

Total amount of premium charged, \$ no charge

PROPOSAL

PLACE - Fort Worth, Texas

DATE - June 8, 1960

Hon. T. W. Myatt

County Judge

Johnson County,

Cleburne, Texas

Dear Sir:

The undersigned, having examined the drawings and specifications, the site of the proposed work, and being familiar with all the conditions of same, hereby proposes to furnish all materials, equipment, and services to complete the General, Mechanical and Electrical Construction work for additions to Memorial Hospital to be erected at Cleburne, Texas, in

accordance with the drawings and specifications prepared by M. M. Moseley,  
Architect, Fort Worth, Texas

BASE BID: In accordance with plans and specifications for the sum of: Five  
Hundred Thirty Thousand Nine Hundred Ninety Five Dollars (\$530,995.00)  
Dollars.

ALTERNATE #1: Installation of new emergency generator (Mechanical P-1, E-1:  
Specifications Page 26, 27, 28: E-12) Thirty Four Thousand Five hundred Fifty  
Three Dollars ADD \$34,553.00

ALTERNATE #2: Installation of Nurse Call & T. V. System I both floors of  
existing East wing. (Mechanical E-2, Page E-12) Three Thousand eight hundred  
Dollars ADD \$3,800.00

The undersigned agrees, if awarded the contract, to commence work within ten  
(10) days of date of work order to proceed, and to complete the building  
within 360 calendar days from time of starting.

Enclosed with this proposal is bid security as follows: Bidders Bond  
in the amount of 2% of bid payable to Mr. T. W. Myatt, County Judge, as a  
guarantee that, if awarded the contract the undersigned will, within 10 days  
execute a contract and Surety Bond in the forms provided with corporate  
surety satisfactory to the Architect and Owners.

UNIT PRICE: Any adjustment, additions to or deductions from the amount of  
the work included in this contract shall be computed at the following unit  
prices which shall include all charges and profits.

GENERAL EXCAVATION: Including necessary shoring, bracing, etc. to maintain  
bank, Pumping, backfilling and removal of surplus materials:

Earth - - - - - \$1.10 per cu. yd.

Rock - - - - - \$7.50 per cu. yd.

DRILLED PIERS: Including excavation, concrete and reinforcing in place \$5.75  
per lin. ft.

CONCRETE IN PLACE: Beams and  
footings - - - - - \$13.75 per cu. yd.  
walls - - - - - \$14.25 per cu. yd.

FORMS IN PLACE CONTACT AREA - - - - - \$ 0.55 per cu. ft.

REINFORCING STEEL IN PLACE:  
Straight - - - - - \$ 0.12 per lb.  
Bent - - - - - \$ 0.18 per lb.

Acknowledgment is made of the receipt of Addenda Nos. 1 & 2

CAIN & CAIN, INC. Contractor

(Corporate seal)

Owen E. Cain, President

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

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COUNTY CLERK

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COUNTY JUDGE

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