

FILED FOR RECORD 11-19- 1979 at 3:50 o'clock P M.
DULY RECORDED: 11-20- 1979 at 9:00 o'clock A M.
INSTRUMENT NO: _____ GRACE BOSTICK TYLER CO. CLK.
Grace Bostick

TYLER COUNTY COMMISSIONER'S COURT
SPECIAL MEETING
OCTOBER 23, 1979

Vol. 5 Pg 512

A Special meeting of the Commissioner's Court met on Tuesday October 23, 1979 at 9:00 A.M. All members being present except Commissioner Odom. The meeting was opened with prayer by County Judge Allen Sturrock.

A motion was made by Commissioner Riley and seconded by Commissioner Fowler to approve the contract for H.U.D. 77 project. See copy attached. All voted yes and none no.

A motion was made by Commissioner Lowe and seconded by Commissioner Riley to waive the Bond for contract with H.U.D. 77 project. All voted yes and none no.

RECESS-15 MINUTES-----IN SESSION

A discussion was held, but no motion made concerning Bids for additional work on the County Courthouse.

There being no further business, the meeting adjourned.

SIGNED: *Allen Sturrock* Allen Sturrock, County Judge
Maxie Riley Maxie Riley, Comm. Pct. #1
H.K. Lowe H.K. Lowe, Comm. Pct. #2
Leon Fowler Leon Fowler, Comm. Pct. #3
Berton Adnell Odom Berton Adnell Odom, Comm. Pct. #4
ATTEST: *Grace Bostick* Grace Bostick, County Clerk



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONTRACT

Vol. 5 Pg. 520

THIS AGREEMENT, made this 24th day of October, 1979, by and between Tyler County, Texas, herein called "Owner", (Corporate Name of Owner) acting herein through its County Judge, and (Title of Authorized Official)

Mathews Construction Company, Inc.

STRIKE OUT (a corporation) (a partnership)
INAPPLICABLE (an individual doing business as)
TERMS

of Jasper, County of Jasper, and State of Texas, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Community Street Paving for the Beaumont Hill Road, Section I, as per the Bid Specifications (11,868.84 l.f.)

hereinafter called the project, for the sum of Fifty-five thousand, one hundred ninety and 11/100 Dollars (\$ 55,190.11) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefor as prepared by Tyler County, Texas, herein entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

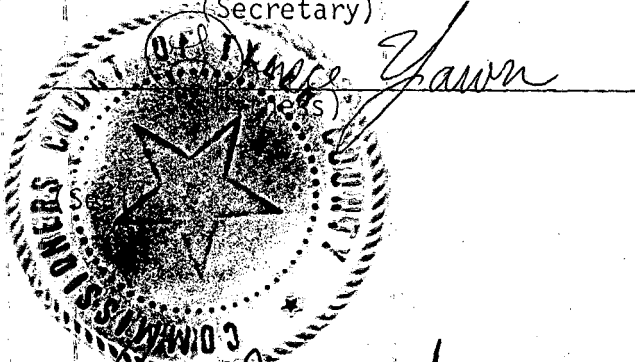
The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 90 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

ATTEST:

Grace Bostick
(Secretary)



Bue J. McHraw
(Secretary)

(Witness)

Tyler County, Texas
(Owner)

By: [Signature]
Allen Sturrock, County Judge

County Judge
(Title)

Mathews Construction Company, Inc.
(Contractor)

By: L. L. Mathews
L. L. Mathews

President
(Title)

P.O. Box 330, Jasper, Texas 75951
(Address and Zip Code)

NOTE: Secretary of the Owner should attest.
If Contractor is a corporation, Secretary should attest.

NOTICE OF TIME AND PLACE OF MEETING
COMMISSIONERS COURT
TYLER COUNTY, TEXAS

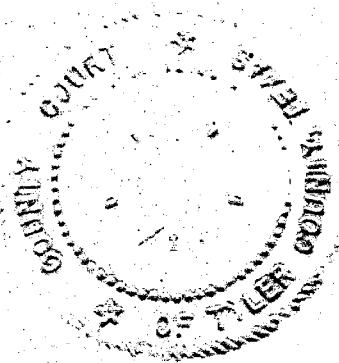
THIS NOTICE POSTED IN ACCORDANCE WITH V. A. T. S. - ART. 6252-17

NOTICE is hereby given that Commissioners Court will hold it's
Special meeting on TUESDAY, OCTOBER 23 1979 at 9:00 A.M.
in the Commissioners Courtroom, First Floor, Tyler County Courthouse.

A G E N D A

1. APPROVE CONTRACT FOR H.U.D. 77 PROJECT.
2. *Additional Bids for Work on Courthouse 10/23/79
JGH.*

Allen Stufrock
Allen Stufrock, County Judge
Tyler County, Texas



NO. _____ TIME: _____ AM
PM

19 1979

BY: _____ CLERK

BY: _____

NO. _____ TIME: 9:30 AM
PM

OCT 19 1979

GRACE BOSTON, COUNTY CLERK
TYLER COUNTY, TEXAS
BY: *Trina Hooks*
Trina Hooks