

FILED FOR RECORD: 6-9- 19 86 at 11:00 o'clock A M
DULY RECORDED: 7-8- 19 86 at 9:00 o'clock A M
INSTRUMENT NO. _____ GRACE BOSTICK, TYLER CO. CLERK
Donece Gregory BY: Donece Gregory Deputy

TYLER COUNTY COMMISSIONERS COURT
SPECIAL MEETING
May 15, 1986 --- 10:00 A.M.

VOL **012** PAGE **157**

A Special Meeting of the Commissioner's Court was held on Thursday, May 15, 1986 at 10:00 A.M. All members being present. The meeting was opened with prayer by Commissioner Jordan.

David Waxman, Grant Administrator, gave instructions on the administration of the project to the contractors. The contractors were instructed on labor standards, change orders, equal opportunity, payments and Tyler County's roll in the project.

Phillip Goodwin, Engineer for the project, instructed the contractors to contact the utility departments to make them aware of the construction. Mr. Goodwin reviewed the Contract Agreements with the contractors and the Commissioner's Court. SEE ATTACHED.

Representatives from Southwestern Bell Telephone Co. stated that they needed to replace cables in this area and they would be completed by the end of July.

Commissioner Riley recommended that the Fire Department and Ambulance services be notified that the road will be closed and bridge will be out.

Judge Sturrock recommended to the contractors that they hire Tyler County citizens as workers on the project.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED.

SIGNED: Allen Sturrock Allen Sturrock, County Judge

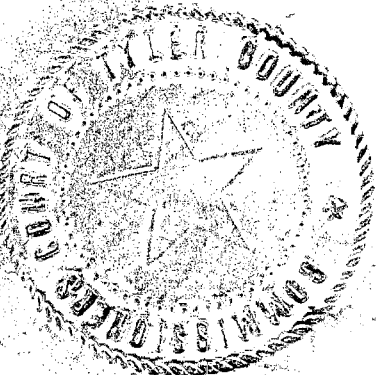
Maxie L. Riley Maxie L. Riley, Comm. Pct. #1

H.K. Lowe H.K. Lowe, Comm. Pct. #2

Willis Graham Willis Graham, Comm. Pct. #3

James R. Jordan James R. Jordan, Comm. Pct. #4

ATTEST: Grace Bostick Grace Bostick, County Clerk



ATTENDANCE AT THE PRE-CONSTRUCTION CONFERENCE

P. B. Seale	
John P. Seale	
Billy Rose	SOUTHWESTERN BELL
KAREN ALBERTS	Southwestern Bell (ENG.)
TIM MILLER	SOUTHWESTERN BELL I/M Mgr
W. W. LANGE	SOUTHWESTERN BELL ENGR
Maxie Riley	Tyler CT
Kenneth Lowe	"
Willis GRAHAM	"
James R. Jordan	"
Allen STARROCK	"
Frank Baykin	"
Jessie Dorsey	
Vicki Thompson	KVLL
Mary McGowan	Booster
Boyd Williams	- Mathews Const. Co.
Phil W. Good	- GOODWIN - LASITER
Bo Jordan	Tyler Co

THIS AGREEMENT MADE THIS 9th day of May, 1986, by and between P.B. Seale, Inc. (a corporation organized and existing under the laws of the State of Texas) hereinafter called the "Contractor", and the County of Tyler, Texas, hereinafter called the "Local Public Agency".

WITNESSETH, that the Contractor and the Local Public Agency for the considerations stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK.

The Contractor shall furnish all supervision, technical personnel, labor materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, A four-barrel 8' x 8' Box Culvert and Creek Clearing, and required supplemental work for the Turkey Creek Culvert Project, all in strict accordance with the Contract Documents including all addenda thereto, numbered One, dated April 23, 1986, all as prepared by Goodwin-Lasiter, Inc. acting as and in these Contract Documents referred to as the "Engineer".

ARTICLE 2. THE CONTRACT PRICE.

The Local Public Agency shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in Section 109 hereof, the sum of Forty-three Thousand Four Hundred Twelve and no/100 Dollars (\$43,412.00).

ARTICLE 3 CONTRACT.

The executed Contract documents shall consist of the following:

- | | |
|----------------------------|---|
| a) This Agreement | f) General Conditions, Parts I and II |
| b) Addenda | g) Special Conditions |
| c) Invitation for Bids | h) Technical Specifications |
| d) Instructions to Bidders | i) Drawings (as listed in the Schedule of Drawings) |
| e) Signed copy of Bid | |

The Agreement, together with other documents enumerated in ARTICLE 3, which said other documents are fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in five(5) original copies on the day and year first above written.

CONTRACTOR: P.B. Seale
Address: P.O. Box 394
Jasper, Texas 75951

Signed: X [Signature]
By: P.B. Seale
Title: President

Witnessed: [Signature]
By: [Signature]
Title: Vice-President

Local Public Body: County of Tyler
100 Courthouse
Woodville, Texas 75979

Signed: [Signature]
By: Allen Sturrock
Title: County Judge

Witnessed: [Signature]
By: WILLIS GRAHAM
Title: COMMISSIONER

Certifications

I, John P. Seale, certify that I am the Vice-President of the corporation named as Contractor herein; that P.B. Seale who signed this Agreement on behalf of the Contractor, was then President of said corporation, that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

[Signature] Corporate Seal



CONTRACT

THIS AGREEMENT MADE THIS 9th day of May, 1986, by and between Mathews Construction Company, Inc. (a corporation organized and existing under the laws of the State of Texas) hereinafter called the "Contractor", and the County of Tyler, Texas, hereinafter called the "Local Public Agency".

WITNESSETH, that the Contractor and the Local Public Agency for the considerations stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK.

The Contractor shall furnish all supervision, technical personnel, labor materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, Paving and Drainage Improvements and required supplemental work for the Old Doucette Road Project, all in strict accordance with the Contract Documents including all addenda thereto, numbered One, dated April 17, 1986, all as prepared by Goodwin-Lasiter, Inc. acting as and in these Contract Documents referred to as the "Engineer".

ARTICLE 2. THE CONTRACT PRICE.

The Local Public Agency will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the unit prices stipulated in the Bid for the several respective items of work completed subject to additions and deductions as approved by the TDCA (Grantor Agency) and the local public agency, and as provided in Section 109 hereof.

ARTICLE 3 CONTRACT.

The executed Contract documents shall consist of the following:

- | | |
|----------------------------|--|
| a) This Agreement | f) General Conditions,
Parts I and II |
| b) Addenda | g) Special Conditions |
| c) Invitation for Bids | h) Technical Specifications |
| d) Instructions to Bidders | i) Drawings (as listed in
the Schedule of Drawings) |
| e) Signed copy of Bid | |

The Agreement, together with other documents enumerated in ARTICLE 3, which said other documents are fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in five(5) original copies on the day and year first above written.

CONTRACTOR: Mathews Construction Company, Inc.
Address: P.O. Box 330
Jasper, Texas 75951

Signed: X L.L. Mathews
By: L.L. Mathews
Title: President

Witnessed: Glady Smith
By: Glady Smith
Title: Book Keeper

Local Public Body: County of Tyler
100 Courthouse
Woodville, Texas 75979

Signed: X Allen Sturrock
By: Allen Sturrock
Title: County Judge

Witnessed: Willis Graham
By: WILLIS GRAHAM
Title: COMMISSIONER

Certifications

I, LARRY MATHEWS, certify that I am the Secretary-Treasurer of the corporation named as Contractor herein; that L.L. Mathews who signed this Agreement on behalf of the Contractor, was then President of said corporation, that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Larry Mathews Corporate Seal

NOTICE OF TIME AND PLACE OF MEETING

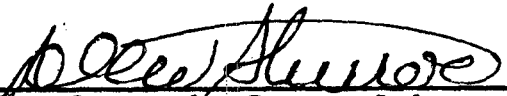
COMMISSIONERS COURT
TYLER COUNTY, TEXAS

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 THURSDAY, MAY 15 1986 at 10:00 A.M.
in the ~~Commissioners~~ Courtroom, ~~First~~ Floor, Tyler County Courthouse.
District Second

A G E N D A

1. PRE-CONFERENCE ON DOUCETTE CARLOW HILL PROJECT.


Allen Sturrock, County Judge
Tyler County, Texas

9:20 A.M.

MAY 12 1986

GRACE BOSTICK, COUNTY CLERK
TYLER COUNTY, TEXAS

BY: 