

## CONTRACT (TDA)

THIS AGREEMENT MADE THIS 8th day of January, 2024, by and between Pumps of Houston, Inc., a corporation existing under the laws of the State of Texas, hereinafter called the "Contractor", and TYLER COUNTY, hereinafter called the "County".

WITNESSETH, that the Contractor and the County 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, TYLER COUNTY SUD WATER IMPROVEMENTS – TxCDBG CONTRACT NO. CDV21-0384 – MATERIALS PACKAGE 2, and required supplemental work, all in strict accordance with the Contract Documents including all addenda thereto, numbered n/a, dated n/a, all as prepared by GLS acting and in these Contract documents preparation, referred to as the "Engineer".

### ARTICLE 2. THE CONTRACT PRICE

The County 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 TDA (Grantor Agency) and the County, and as provided in PACKAGE 2 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         |
| e) Signed copy of Bid      | Schedule of Drawings)                 |

### ARTICLE 4. PERFORMANCE

Work, in accordance with the Contract dated January 8, 2024, shall commence on or before as specified in the Notice to Proceed, and Contractor shall complete the WORK within consecutive calendar days thereafter as specified in the Notice to Proceed. The date of completion of all WORK is therefore as specified in the Notice to Proceed.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as 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.

- 
- Strike out inapplicable terms.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in Four (4) original copies on the day and year first above written.

By: Milton Powers  
Title: County Judge

By: \_\_\_\_\_  
Title: \_\_\_\_\_


Signed: 

Signed: \_\_\_\_\_

Tyler County  
100 W. Bluff, Room 102  
Woodville, Texas 75979

Attested  
by: Donece Gregory  
Title: County Clerk

Attested  
by: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed: 

Signed: \_\_\_\_\_

CERTIFICATIONS

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_ who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ 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.

Corporate  
Seal \_\_\_\_\_

## CONTRACT (TDA)

THIS AGREEMENT MADE THIS 8th day of January, 2024, by and between Rural Pipe & Supply, Inc., a corporation existing under the laws of the State of Texas, hereinafter called the "Contractor", and TYLER COUNTY, hereinafter called the "County".

WITNESSETH, that the Contractor and the County 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, TYLER COUNTY SUD WATER IMPROVEMENTS – TxCDBG CONTRACT NO. CDV21-0384 – MATERIALS PACKAGE 1, and required supplemental work, all in strict accordance with the Contract Documents including all addenda thereto, numbered n/a, dated n/a, all as prepared by GLS acting and in these Contract documents preparation, referred to as the "Engineer".

### ARTICLE 2. THE CONTRACT PRICE

The County 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 TDA (Grantor Agency) and the County, and as provided in PACKAGE 1 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         |
| e) Signed copy of Bid      | Schedule of Drawings)                 |

### ARTICLE 4. PERFORMANCE

Work, in accordance with the Contract dated January 8, 2024, shall commence on or before as specified in the Notice to Proceed, and Contractor shall complete the WORK within consecutive calendar days thereafter as specified in the Notice to Proceed. The date of completion of all WORK is therefore as specified in the Notice to Proceed.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as 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.

- 
- Strike out inapplicable terms.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in Four (4) original copies on the day and year first above written.

By: Milton Powers  
Title: County Judge

By: \_\_\_\_\_  
Title: \_\_\_\_\_

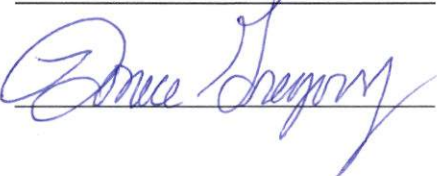
Signed: 

Signed: \_\_\_\_\_

Tyler County  
100 W. Bluff, Room 102  
Woodville, Texas 75979

Attested  
by: Donece Gregory  
Title: County Clerk

Attested  
by: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed: 

Signed: \_\_\_\_\_

CERTIFICATIONS

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_ who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ 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.

Corporate  
Seal \_\_\_\_\_