



**UPSHUR COUNTY COMMISSIONERS COURT**  
**GILMER, TEXAS**

Jan. 13, 1986

Commissioners Court met in Regular Session at 8:00 A.M. with all members present.

Judge Dean read the minutes of the Jan. 6, 1986 meeting. Motion by J. W. Meadows seconded by Gaddis Lindsey to approve the minutes as read with no corrections. Motion carried.

Motion by Paul Davis seconded by David Loyd to approve a Permit Application by Darrel Seahorn to install a culvert within the ROW of Mule Deer Road. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by J. W. Meadows to place a letter in the Court Minutes requesting repair to a bus turn-around on Route #8, home of Cliff Marrow on Humming Bird Lane. Request was approved Dec. 8, 1985. Motion carried. Copy attached.

Motion by David Loyd seconded by Paul Davis to approve a Special Road Use Agreement by Bob Mitchell, Inc. to haul gravel on Silver Maple Road. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by J. W. Meadows to approve a Permit Application by Vardell Madding to place a culvert installation within the ROW of Teachers Ridge. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by Paul Davis to approve the repair of a bus turn-around at the entrance to Mobil Loop off White Oak Road. Motion carried. Copy attached.

Motion by Paul Davis seconded by Gaddis Lindsey to approve the Treasurer's Quarterly Report. Motion carried. Copy attached.

Motion by J. W. Meadows seconded by Gaddis Lindsey to develop a bus turn-around on an unnamed road off of Aster Road at the home of Mrs. Powell. Motion carried. Copy attached.

Motion by David Loyd seconded by Gaddis Lindsey to accept road off of Water Tower Road into the County Lateral System. The road will be named Stringfellow and will be a Class A road. Motion carried. Copy attached.

Motion by David Loyd seconded by Gaddis Lindsey to choose the nine members for the Grievance Committee for 1986 from the 1985 Grand Jury members. Motion carried.

Names drawn for the Grievance Committee were as follows:

Dwayne Gardner -- Rt. 5, Box 325 -- Gilmer, Tx. 75644  
 Bocca Cagle --- Rt. 3, Box 335 --- Gilmer, Tx. 75644  
 Marvin Bullock --- Route 1 --- Pittsburg, Tx. 75686  
 Floyd Walker --- Rt. 6, Box 654 --- Gilmer, Tx. 75644  
 Evelyn Middleton --- P.O. Box 758 --- Pittsburg, Tx. 75686  
 Garland Ferguson --- 1024 Chevy Chase --- Gladewater, tx. 75647  
 Bob D. Pilcher --- Rt. 4, Box 79 --- Gilmer, Tx. 75644  
 Jackie V. Stevens --- Rt. 5, Box 486 --- Gilmer, tx. 75644  
 James R. McCullough --- Rt. 3, Box 158 --- Gilmer, Tx. 75644  
 Motion by David Loyd seconded by J. W. Meadow to accept group drawn for 1986. Motion carried.

Motion by J. W. Meadows seconded by Paul Davis to approve Jail Bills and unpaid bills. Motion carried. Copy of jail bills attached. Copy of unpaid bills attached.

VOL. 26 PG. 1084

Motion by Gaddis Lindsey seconded by David Loyd to approve ratifying order approving contracts with W. E. Sword and Joe Wallis Storage Equipment Co. Motion carried. Copy attached.

Tom Slack met with the Court regarding the wording of pre-existing condition on present insurance with the County. After some discussion, the Court agreed to adopt the 12-6-12 Rule effective Jan. 15, 1986.

Motion by David Loyd seconded by Paul Davis to adjourn. Motion carried.

\_\_\_\_\_  
COUNTY JUDGE

Gaddis Lindsey  
COMMISSIONER PCT. #1

Joe Meadows  
COMMISSIONER PCT. #2

David Loyd  
COMMISSIONER PCT. #3

Paul Davis  
COMMISSIONER PCT. #4

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

TO: THE UPSHUR COUNTY COMMISSIONERS COURT  
COUNTY OF UPSHUR  
GITHR, TEXAS

PRECINCT 4  
DATE 1-6-85

Formal notice is hereby given that Darrel Seahorn  
whose principal address is Route 2 Pittsburg  
does propose to place a Culvert  
within the ROW of County Road Mule Deer Road  
as follows:

The location and description of the proposed lines or appertenances is more fully shown by three (3) copies of drawings attached to this application.

All work will be as directed by the County Commissioner or his designate in full accordance with Upshur County Road & Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

NAME Darrel Seahorn  
725-6909 after 5:00  
TITLE \_\_\_\_\_

FILED ADDRESS \_\_\_\_\_  
J.B. HILL, JR.  
COUNTY CLERK

1986 JAN 13 AM 11:28

UPSHUR COUNTY, TX.

BY \_\_\_\_\_  
CLERK

VOL. 26 G. 686

# Gilmer Public Schools

P. O. DRAWER 40

Gilmer, Texas 75644

BOB SMITH, Ed.D.  
SUPERINTENDENT

TELEPHONE 642-2528

J. M. MARSHALL  
BUSINESS MANAGER

January 7, 1986

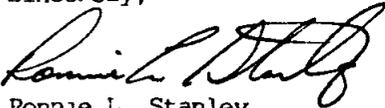
Upshur County Judge Everett Dean  
Upshur County Courthouse  
Gilmer, Texas 75644

Dear Judge Dean:

I certify that the following location is a turn-around on  
Bus Route # 8 at the home of Cliff Marrow  
whose address is on Humming Bird Lane.

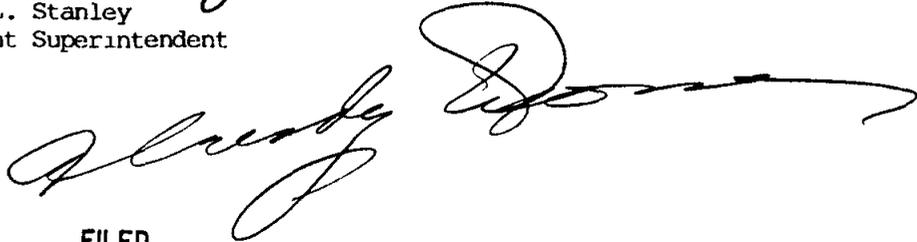
We will appreciate any improvement that you may be able to  
make at this location.

Sincerely,



Ronnie L. Stanley  
Assistant Superintendent

RLS:mlk



FILED  
J.B. HILL, JR.  
COUNTY CLERK

1986 JAN 13 AM 11:28

UPSHUR COUNTY, TX.

BY \_\_\_\_\_  
CLERK

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS |  
COUNTY OF UPSHUR | KNOW ALL MEN BY THESE PRESENTS

The undersigned, Bob Mitchell, Inc., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 3, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3, over which Commissioner has jurisdiction and obligation to maintain in good repair and both parties being aware of possible damage to said roads as a result of hauling on and over same enter into the following agreement.

1.

First Party agrees to use only that section of (describe road) Silver Maple Road

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road so that said road will be open to travel by the public at all times.

3.

First Party agrees to grade, maintain and otherwise repair said road using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing gravel from its lands located in Precinct No. 3, Upshur County.

4.

First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.

First Party agrees to post surety bond in the amount of \_\_\_\_\_ to Upshur County Commissioners Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S. are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

WITNESS our hands this the 13<sup>th</sup> day of June,  
A.D. 1984.

FIRST PARTY Bob Mitchell, Inc.  
Rt. 4 Box 12, Palestine, Tx 75801

[Signature]  
COUNTY JUDGE

[Signature]  
COMMISSIONER #1

[Signature]  
COMMISSIONER #2

[Signature]  
COMMISSIONER #3

[Signature]  
COMMISSIONER #4

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

TO: THE UPSHUR COUNTY COMMISSIONERS COURT  
COUNTY OF UPSHUR  
GITHR, TEXAS

PRECINCT 3  
DATE 1-9-86

Formal notice is hereby given that Bob Mitchell Inc  
whose principal address is Rt. 4 Box 12 Palestine, 75801  
does propose to place a Haul Gravel  
within the ROW of County Road Silver Made  
as follows:

The location and description of the proposed lines or appertenances is more fully shown by three (3) copies of drawings attached to this application.

All work will be as directed by the County Commissioner or his designate in full accordance with Upshur County Road & Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after 9 day of Jan., 1986.

Carlson Mercer  
NAME Carlson Mercer

TITLE Foreman

ADDRESS Same

FILED  
J.B. HILL, JR.  
COUNTY CLERK  
1986 JAN 13 AM 11:28  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_

VOL. 26 PG. 690

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

TO: THE UPSHUR COUNTY COMMISSIONERS COURT  
COUNTY OF UPSHUR  
GITHNER, TEXAS

PRECINCT 1  
DATE 1-7-86

Formal notice is hereby given that Vardell Madhary  
whose principal address is Diana, TX 79022  
does propose to place a tin hoar  
within the ROW of County Road ~~Butt Pratt Road~~  
as follows: Teache as Ridge

tel  
663 0836

The location and description of the proposed lines or appertenances is more fully shown by three (3) copies of drawings attached to this application.

All work will be as directed by the County Commissioner or his designate in full accordance with Upshur County Road & Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

NAME Gaddis Lindsey

TITLE Comm

ADDRESS \_\_\_\_\_



FILED  
J.B. HILL, JR.  
COUNTY CLERK  
1986 JAN 13 AM 11:28  
UPS... TX.  
BY \_\_\_\_\_

WANDA SNOW  
Administrative Assistant

VOL. 26 PG. 691  
MAYSEL WATKINS  
Asst. to the Superintendent

## Union Grove Independent School District

BOARD OF TRUSTEES  
Ray Hadaway, *President*  
Jesse Bailey, *Vice President*  
George Smith, *Secretary*  
Bob Davis  
Edwin Lamoreaux  
Odell Clevenger  
Shawna Spencer

EDWARD BURLESON, *Superintendent*  
P. O. Box 1447  
GLADEWATER, TEXAS 75647

PRINCIPALS  
Dan Rose  
*Union Grove High School*  
Barbara Johnson  
*Union Grove Elementary School*

January 6, 1986

Mr. Gaddis Lindsey  
Upshur County Commissioner's Court  
Upshur County Courthouse  
Gilmer, Texas 75644

Dear Sir:

We would like to request assistance in oil topping the entrance to Mobil Loop off White Oak Road.

Your consideration of this matter will be appreciated.

Sincerely,

*George Costello*  
George Costello  
Co-ordinator of Routes  
and Transportation



FILED  
J.B. HILL, JR.  
COUNTY CLERK

1986 JAN 13 AM 11: 28

UTC 2 11 28

BY \_\_\_\_\_



UPSHUR COUNTY

TREASURER'S  
QUARTERLY REPORT

Covering Period

From October 1, 1985

To December 31, 1985 Inclusive

Date Filed January 9, 1986

By

Vernon Vick  
County Treasurer, Upshur County

THE STATE OF TEXAS )  
COUNTY OF UPSHUR )

BEFORE ME, the undersigned authority, on this day personally appeared  
Vernon Vick, County Treasurer of Upshur County,  
who being by me duly sworn, upon oath, says that the within and foregoing report is true and correct

Vernon Vick, County Treasurer

SWORN TO AND SUBSCRIBED before me this 9 day of January, 1986.

J.B. Hill, Jr., Clerk  
County Court, Upshur County, Texas

BEFORE ME J.B. Hill, Jr., County Clerk, Upshur County, Texas, on this day  
personally appeared Everett Dean, County Judge; Gaddis M. Lindsey,  
Comissioner, Precinct No. 1; J.W. Meadows, Commissioner, Precinct No. 2;  
David Loyd, Commissioner, Precinct No. 3; and Paul Davis

Commissioner, Precinct No. 4, who after being duly sworn by me state under their oath, that the  
have examined the foregoing County Treasurer's Report, of Upshur County, Texas, and find the  
same to be correct to the best of their knowledge and belief.

Everett Dean  
County Judge

Gaddis Lindsey  
Commissioner, Precinct No. 1

J.W. Meadows  
Commissioner, Precinct No. 2

David Loyd  
Commissioner, Precinct No. 3

Paul Davis  
Commissioner, Precinct No. 4

SUBSCRIBED AND SWORN TO Before me, this 13 day of January

A. D. 1986 82 JAN 13 AM 11:28

J.B. HILL, JR.  
COUNTY CLERK

County Clerk, Upshur County, Texas

VOL. 24 PG. 1694

# Gilmer Public Schools

P. O. DRAWER 40

Gilmer, Texas 75644

BOB SMITH, Ed.D.  
SUPERINTENDENT

TELEPHONE 843-2528

J. M. MARSHALL  
BUSINESS MANAGER

January 6, 1986

Judge Everette Dean  
Upshur County Courthouse  
Gilmer, Texas 75644

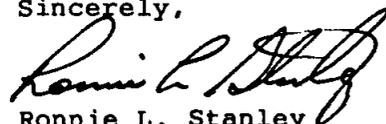
Dear Judge Dean:

Mrs. Powell has requested bus service for her children. She lives on an unnamed country road which runs west off of Aster Road. The road is approximately 1.3 miles south of F.M. 593.

The change can be made if the county can develop a turn-around for the bus, as well as put some all weather topping on the road itself.

Please let me know if further information is needed.

Sincerely,



Ronnie L. Stanley  
Assistant Superintendent

RLS/mlk

FILED  
J.B. HILL, JR.  
COUNTY CLERK

1986 JAN 13 AM 11: 29

UPSHUR COUNTY, TX.

BY \_\_\_\_\_

~~DEATER~~ ~~Lower~~ ~~Loop~~ - 50' Row  
STRINGFELLOW Rd.

## "Dedicate a County Road"

We the citizens of the Stringfellow Park Addition, a Rural subdivision in Upshur Co. East of Big Sandy wish to dedicate a 50ft ROW for a County maintained road.

VOL. 216 PG. 195

1. Scott Allen & Family
2. Marsha Massey
3. June Worden
4. John & Della Worden
5. Lelia J. (Plan D)
6. Julia M. Thompson
7. Pamela Sgarbo
8. Mr + Mrs Harold R. Massey
9. Bunn Morrow
10. Dell Hurley
11. The Wilsons
12. William C. Gotham
13. Maurine Gray-Dunlap
14. Joe & Maude Howell
15. Mrs. Chip Atkins

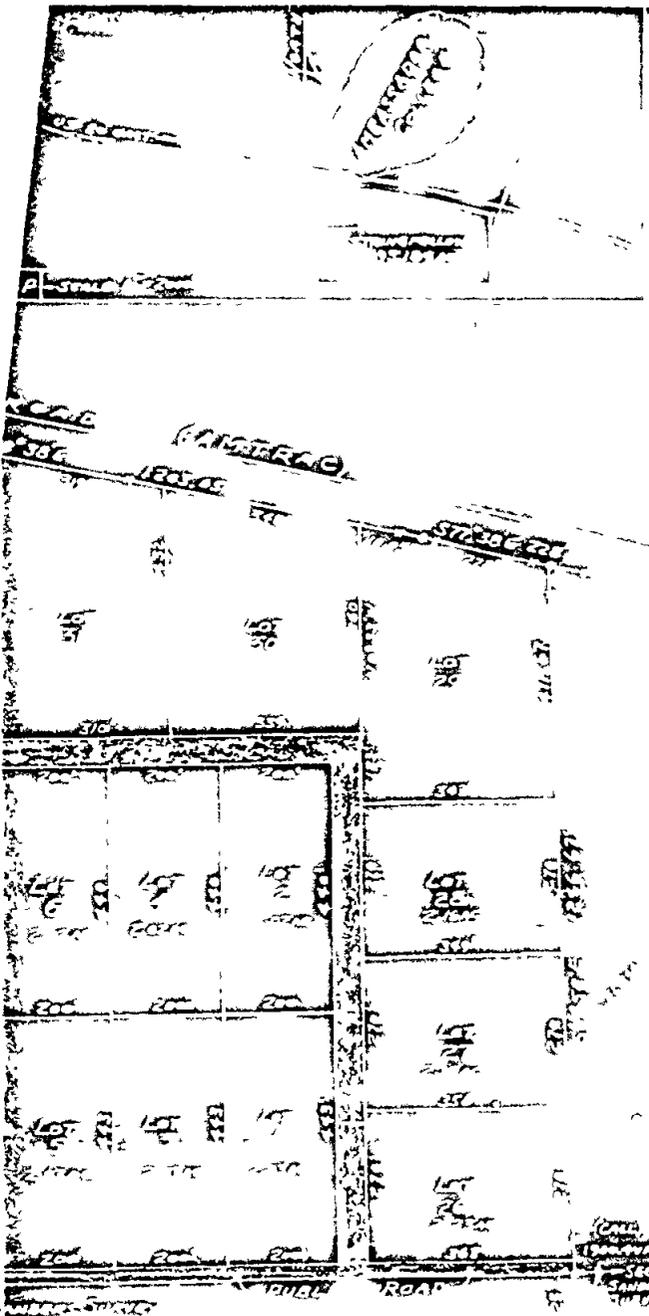
Road is off  
Water tower tract.

FILED  
J.B. HILL, JR.  
COUNTY CLERK

1926 JAN 13 AM 11:29

UPSHUR CO. TX.

BY \_\_\_\_\_



GENERAL CONDITIONS

THESE CONDITIONS OF CONTRACT shall apply to all contracts for the construction of any building or structure of any kind, and shall be read in conjunction with the specifications and drawings to which they refer.

DATE: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_

REFERENCE IS MADE TO THE CONTRACT NO. \_\_\_\_\_ OF THE \_\_\_\_\_ OF \_\_\_\_\_

Contractor's Obligations

THE CONTRACTOR shall be responsible for the completion of the work in accordance with the specifications and drawings.

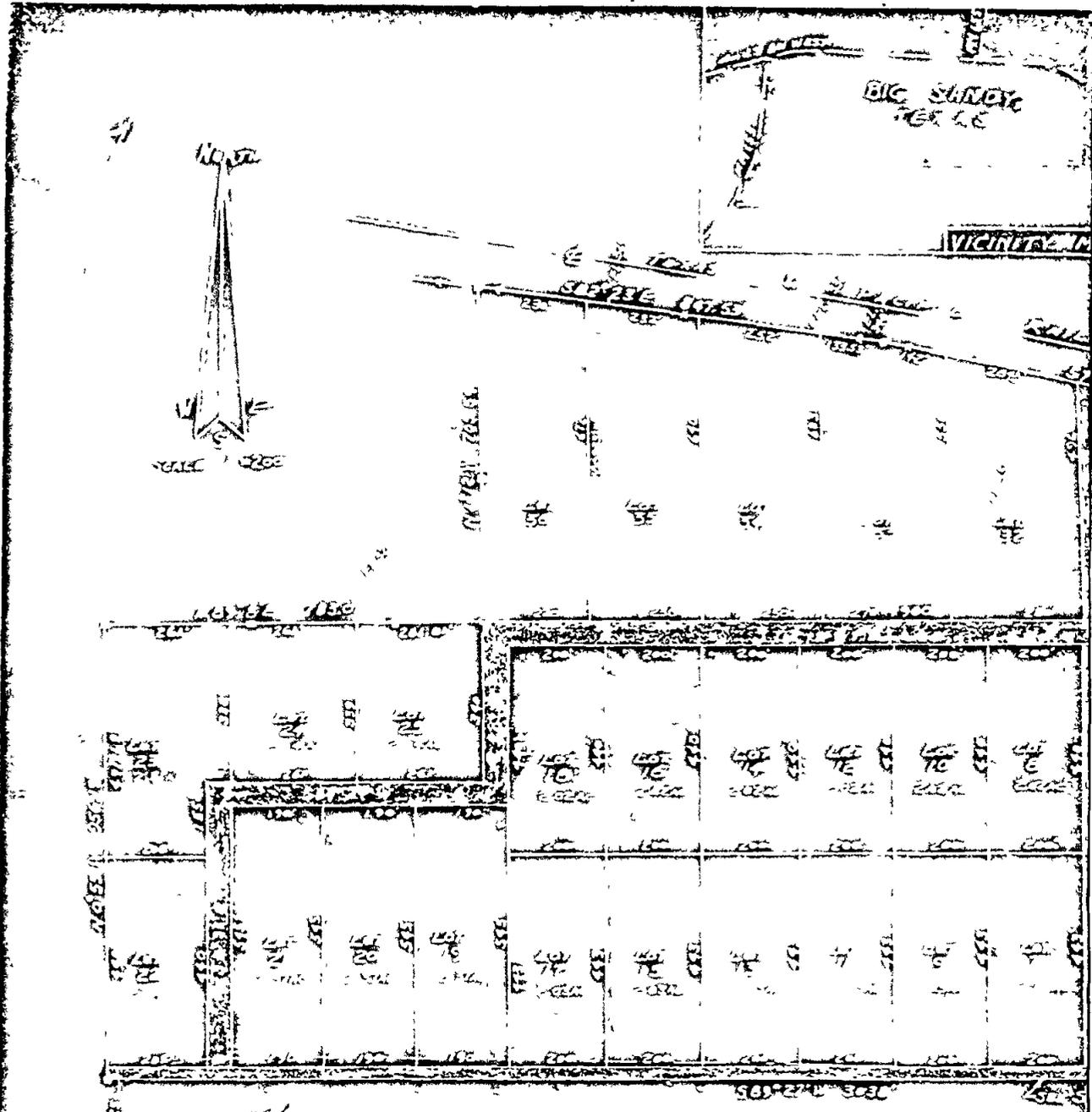
THE CONTRACTOR shall be responsible for the payment of all taxes and fees which may be levied on the work.

DATE: APRIL 14, 1916. \_\_\_\_\_

NOTE  
 MEASURE FROM GROUND SURFACE  
 UNLESS OTHERWISE NOTED

THESE CONDITIONS OF CONTRACT shall apply to all contracts for the construction of any building or structure of any kind, and shall be read in conjunction with the specifications and drawings to which they refer.

STANDARD CONTRACT NO. \_\_\_\_\_



STRUCTURE GENERAL PLAN  
 FROM SURVEY OF 1880  
 (P. 100) SOUTH, T. 10 N.

**FIELD NOTES**

1. The survey was made on the 10th day of August 1880, by J. H. ...

2. The ... of the ... was ...

3. The ... of the ... was ...

4. The ... of the ... was ...

5. The ... of the ... was ...

6. The ... of the ... was ...

7. The ... of the ... was ...

8. The ... of the ... was ...

9. The ... of the ... was ...

10. The ... of the ... was ...

AL 26 PG. 198

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

13 JAN 1986

Minutes of Accounts Approved

THE SOFTWARE GROUP, INC.

Disbursements Made from 01/07/86 thru 01/13/86

PAGE 1

Check #.	Date....	Vendor.....	Check Amount.	Invoice Amt.	Invoice Descriptions.....
3824	01/07/86	BERMA HALL	\$54.00	\$54.00	CO. INDIGENT-BUS TICKET-GALVESTON-APPT. 1-10-86
3825	01/09/86	KILGORE COLLEGE	\$10.00	\$10.00	C.S.-DEPUTY HARRIS-CIVIL SCHOOL@KILGORE
3826	01/09/86	NATIONAL SHERIFFS ASSOCIATION	\$40.00	\$40.00	C.S.-DEPUTY HARRIS-CIVIL SCHOOL@KILGORE
3831	01/09/86	LEWIS MONROE SHEPPARD	\$6.00	\$6.00	D. CT. -ONE DAY JURY SERVICE
3832	01/09/86	FREDERICK EUGENE JOHNSON	\$6.00	\$6.00	D. CT. -ONE DAY JURY SERVICE
3833	01/09/86	JAMES A. MORRIS	\$6.00	\$6.00	D. CT. -ONE DAY JURY SERVICE
3834	01/09/86	BARBARA E. YOUNGBLOOD	\$6.00	\$6.00	D. CT. -ONE DAY JURY SERVICE
3835	01/09/86	RAYMOND LEE ANDREWS	\$6.00	\$6.00	D. CT. -ONE DAY JURY SERVICE
3836	01/09/86	THOMAS WELLS DAVIS	\$6.00	\$6.00	D. CT. -ONE DAY JURY SERVICE
3837	01/09/86	MARY E. MANNING	\$6.00	\$6.00	D. CT. -ONE DAY JURY SERVICE
3838	01/09/86	JANICE CAROLYN SHARPLESS	\$6.00	\$6.00	D. CT. -ONE DAY JURY SERVICE
3839	01/09/86	JAMES HULAN GASTON	\$6.00	\$6.00	D. CT. -ONE DAY JURY SERVICE
3840	01/09/86	JERRY LYNN HUNTER	\$6.00	\$6.00	D. CT. -ONE DAY JURY SERVICE
3841	01/09/86	MARTHA JEAN CLOUD	\$6.00	\$6.00	D. CT. -ONE DAY JURY SERVICE
3842	01/09/86	FAYE BRASHER	\$6.00	\$6.00	D. CT. -ONE DAY JURY SERVICE
3843	01/09/86	FRANCIS KEEL	\$6.00	\$6.00	D. CT. -ONE DAY JURY SERVICE
3844	01/09/86	LULA BEAVERS	\$6.00	\$6.00	D. CT. -ONE DAY JURY SERVICE
3845	01/09/86	CHRISTINE HACKETT	\$6.00	\$6.00	D. CT. -ONE DAY JURY SERVICE
3846	01/09/86	MERLE TOLBERT	\$6.00	\$6.00	D. CT. -ONE DAY JURY SERVICE
3847	01/09/86	MRS. JOHN POTTER	\$6.00	\$6.00	D. CT. -ONE DAY JURY SERVICE
3848	01/09/86	FANNIE LEE STEED	\$6.00	\$6.00	D. CT. -ONE DAY JURY SERVICE
3849	01/09/86	PATRICIA FAYE CONLEY	\$6.00	\$6.00	D. CT. -ONE DAY JURY SERVICE
3850	01/09/86	THURMAN HEARN	\$6.00	\$6.00	D. CT. -ONE DAY JURY SERVICE
3851	01/09/86	DOUGLAS E. KRAMER	\$6.00	\$6.00	D. CT. -ONE DAY JURY SERVICE
3852	01/09/86	HARRY GLEN SUTPHEN	\$6.00	\$6.00	D. CT. -ONE DAY JURY SERVICE
3853	01/09/86	RUNELLE STEMBRIDGE	\$6.00	\$6.00	D. CT. -ONE DAY JURY SERVICE

THE SOFTWARE GROUP, INC.

Disbursements Made From 01/07/86 thru 01/13/86

Check #.	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
3854	01/09/86	MARLENE DOWNING	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3855	01/09/86	LINDA EDDINGTON	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3856	01/09/86	MARY HOLT	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3857	01/09/86	MRS. MARIE STRICKLAND	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3858	01/09/86	JOYCE LYNN BROWN	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3859	01/09/86	LARRY C. JOHNSON	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3860	01/09/86	BILLY KEITH WILLIAMS	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3861	01/09/86	FRANCES DAVIS	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3862	01/09/86	WILLIE LEE WILLIAMS	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3863	01/09/86	VONDA NELSON	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3864	01/09/86	PAMELA JEANNE PARMELE	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3865	01/09/86	LARRY P. SMITH	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3866	01/09/86	KATHERINE ELLISON	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3867	01/09/86	BONNIE PORTER	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3868	01/09/86	JOHN WAYNE BLACK	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3869	01/09/86	STEVEN BAILEY BLEDSOE	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3870	01/09/86	AUDREY RUSHING	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3871	01/09/86	JOSEPH JOHNSON	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3872	01/09/86	RICHARD ALLAN DELUCCA	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3873	01/09/86	ROGER D. CULLAND	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3874	01/09/86	MARY CLAWSON	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3875	01/09/86	RUBY KING	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3876	01/09/86	JERRY LEE CROWE	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3877	01/09/86	L. C. TENNISON	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3878	01/09/86	MAYVONE FERGUSON	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE

VOL. 24 PG. 699

OL. 26 PG. 700

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

13 JAN 1986

Minutes of Accounts Approved

THE SOFTWARE GROUP, INC.

Disbursements Made from 01/07/86 thru 01/13/86

PAGE 3

Check #.	Date....	Vendor.....	Check Amount.	Invoice Amt	Invoice Descriptions.....
3879	01/09/86	DAVE M. HILES	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3880	01/09/86	JOHNNIE ROBINSON	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3881	01/09/86	ANTHONY CURTIS BROWN	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3882	01/09/86	DEBBIE KNOX	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3883	01/09/86	LINDA DAY	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3884	01/09/86	B. J. PORTER, JR.	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3885	01/09/86	BEVERLY DIANE THOMPSON	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3886	01/09/86	FOWLER LARSON	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3887	01/09/86	WILLIAM JULIUS BRASHER	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3888	01/09/86	WILLIAM CLYDE REEVES	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3889	01/09/86	JEAN ROSE SCHUMAKER	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3890	01/09/86	G. A. MCCURRY	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3891	01/09/86	BEVERLY I. GODWIN	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3892	01/09/86	LISA DUDLEY	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3893	01/09/86	LINDA WEIR	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3894	01/09/86	IONA BUTTS	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3895	01/09/86	MARY HAGLER	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3896	01/09/86	PEGGY ADAMS	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3897	01/09/86	MICHAEL WILLIAMS	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3898	01/09/86	JERRY R. CROMER	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3899	01/09/86	JACKIE VERNON STEVENS	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3900	01/09/86	BILL HAROLD MIMS	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3901	01/09/86	JAMES ARDELL JACKSON	\$6.00	\$6.00	D. CT. - ONE DAY JURY SERVICE
3904	01/13/86	A & E MILL AND WELDING SUPPLY	\$66.47	\$30.47 \$36.00	PCT#3-1 OXYGEN, 1 ACETYLENE CYLINDER PCT#3- 1 BOX HOBART RODS
3905	01/13/86	APACHE RENT-ALL	\$31.00	\$31.00	C. BLDG. - GAS FOR GREEN TRUCK

Check #.	Date	Vendor	Check Amount	Invoice Amt	Invoice Description
3906	01/13/86	ARATEX/IND. UNIFORM & TOWEL	\$28.86	\$14.43	CO. BLDG. -2 RUGS
				\$14.43	CO. BLDGS. -2 RUGS
3907	01/13/86	AUTHUR REED	\$40.00	\$40.00	PCT#2-20 LOADS GRAVEL
3908	01/13/86	BANCROT-WHITNEY CO.	\$905.27	\$37.50	LAW LIB.-U.S. L'ED COMPLETE
				\$90.00	LAW LIB.-ALR FEDERAL-REINSTATE
				\$85.00	LAW LIB.-ALR FEDERAL-REINSTATE
				\$81.00	LAW LIB.-U.S. L'ED COMPLETE
				\$35.00	LAW LIB.-U.S. L'ED ADVANCE SHEETS
				\$186.00	LAW LIB.-TJ3D-COMplete SET
				\$77.50	LAW LIB.- TJ3D-COMplete SET
				\$68.50	LAW LIB.-TJ2D FILL-UPS
				\$29.50	LAW LIB.-TEXAS FAMILY LAW
				\$36.50	LAW LIB.-TEX ANNO PENAL STATUTES
				\$25.50	LAW LIB.-COM MAN OF CRIM FORMS 20
				\$225.00	LAW LIB.-ALR DIGEST
				\$71.73CR	PREVIOUS UNAPPLIED CREDIT
3909	01/13/86	CENTRAL TYRE, INC.	\$110.00	\$110.00	R&B#1-1752x24 BACKHOE TYRE
3910	01/13/86	CLARKE & COURTS, INC.	\$246.85	\$246.85	C. CLK. -250 PROBATE CASEBINDERS
3911	01/13/86	COMPLETE BUSINESS SYSTEMS	\$1,200.00	\$600.00	C. EXT. -#0543060863 MAINT. 6200R COPIER
				\$600.00	D. CLK. -#0543060873 MAINT. 6200R COPIER
3912	01/13/86	CONSTRUCTION SUPPLY COMPANY, I	\$114.90	\$114.90	C. BLDG. -2 AUTO. DOOR CLOSERS-D.A. & J.P.
3913	01/13/86	DESK TOP & DATA SUPPLY	\$78.35	\$54.00	TAX-3 SELF-INKING STAMPS
				\$7.25	J.P. #1-MONTHLY WALL CALENDAR
				\$9.90	D. CT. -2 MESSAGE BOOKS
				\$7.20	COMM. CT. -2 DESK CALENDARS
3914	01/13/86	DIANA TEXACO	\$7.50	\$7.50	PCT#1-TIRE REPAIR-TANDEM DUEL TRAILER
3915	01/13/86	ECONOMY AUTO SUPPLY, INC.	\$271.84	\$155.93	PCT#1-BUILD S RAFT, WORK BEARINGS
				\$41.33	PCT#4-1 MASTER CYL., 1 GAL. BRAKE FLUID
				\$11.60	PCT#4-8 SPARK PLUGS FOR GRN. DUMP TRUCK
				\$23.47	PCT#4-1 IGN. POINTS, PLUG WIRES, FUEL CAP
				\$16.16	PCT#4-1 PLUG WIRES
				\$21.91	PCT#4-8 SPARK PLUGS, IGN. POINTS & ROTOR
				\$1.44	PCT. #4-1 BRASS FITTING
3916	01/13/86	ELMO HOLLINS	\$17.00	\$17.00	PCT#2-17 LOADS GRAVEL
3917	01/13/86	FAMILY CANCER PLAN INS. CO.	\$325.38	\$325.38	UPSHUR CO. #XP38 1'86
3918	01/13/86	GILMER LUMBER COMPANY INC.	\$250.25	\$250.25	PORTER BLDG. -100 2X4 & 50LBS. NAILS
3919	01/13/86	DISCOUNT AUTO PARTS & TIRES	\$102.69	\$40.80	PCT#3-TRANS FLUID, DIESEL ADDITIVE
				\$51.89	PCT#3-1 STARTER, 1 WRENCH

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THE SOFTWARE GROUP, INC.

Minutes of Accounts Approved  
Disbursements Made from 01/07/86 thru 01/13/86

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Check #.	Date	Vendor	Check Amount	Invoice Amt	Invoice Description
				\$10.00	C.S.-ADJUSTMENT ON BATTERY
3920	01/13/86	GENERAL TELEPHONE COMPANY	\$578.17	\$105.78 \$34.72 \$437.67	LIB.-#843-5001 12/25/85 BILLING C.EMER.-#843-2328 DEC. BILLING D.A.-#843-5513 DEC' 85
3921	01/13/86	H & D TIRE & AUTOMOTIVE	\$461.30	\$15.90 \$1.89 \$7.25 \$59.52 \$5.00 \$27.00 \$22.56 \$78.50 \$3.60 \$31.50 \$2.95 \$6.25 \$172.02 \$25.36	PCT#4-PAINT & 1/4K STOCK FOR BOOM AX PCT#4-FITTINGS PCT#1-CHAIN SAW FILES, OIL PCT#4-PARTS FOR BOOM AX PCT#1-FLOOR DRY PCT#1-1 TUBE PCT#4-1 TIRE PCT#2-BATTERY, CABLE ENDS PCT#1-2 SPEED AXLE SWITCH PCT#4-TRACTOR TUBE PCT#1-CHAIN SAW OIL PCT#1-3 FIX A FLAT PCT#2-2 TIRES PCT#1-1 BOLT
3922	01/13/86	HAMBERLINS GULF	\$25.00	\$25.00	CO.S.#214-WRECKER SERV. 154 TO STATION.
3923	01/13/86	HARTGRAPHICS, INC.	\$150.25	\$150.25	D.CLK.-200 COST BILL, 500 CIT.DIV.D.CLK.
3924	01/13/86	HENRY T. LYNN	\$142.00	\$142.00	PCT#2-71 LOADS SAND
3925	01/13/86	HOLMES CONCRETE PIPE	\$96.00	\$96.00	PCT#3-8 12"X36" PIPE
3926	01/13/86	JOE'S TEXACO	\$15.00	\$15.00	PCT#3-FLAT ON FORD #1 WINCH
3927	01/13/86	LEWIS POLYGRAPH SERVICE	\$50.00	\$50.00	C.S.-PLOY.EXAM.-LARRY WAYNE ROBERTSON
3928	01/13/86	THE LOGO	\$27.05	\$27.05	CO. JAIL-WINDBREAKER/BARBARA
3929	01/13/86	MICHAEL D. MARTIN	\$400.00	\$200.00 \$200.00	D.CT.-CAUSE#9481 BILLY JOE WILLIAMS C.CT.-#17,210 PATRICIA COLLINS
3930	01/13/86	MEDICAL AND PATHOLOGY LABORATO	\$420.00	\$420.00	J.P.#1-#178/A-69-85 OSCAR OWENS
3931	01/13/86	MED SHOP PHARMACY	\$47.85	\$47.85	C.JAIL-PROLIXIN-J.HOLLINS
3932	01/13/86	MID-CONTINENT LIFE INSURANCE C	\$183.00	\$183.00	UPSHUR CO. #A8T06260 JAN.'86
3933	01/13/86	THE BILMER MIRROR	\$121.45	\$6.80 \$29.50 \$29.50 \$36.00 \$7.25 \$10.40	COMM.CT.-BID NOTICE-COPIER D.CLK.-500 CHILD SUPPORT REPORTS D.CLK.-500 REGULAR FUND REPORTS D.CLK.-1000 CASE CARDS D.CT.-1 RUBBER STAMP HEALTH-4 ROLLS TAPE

THE SOFTWARE GROUP, INC.

Minutes of Accounts Approved  
Disbursements Made from 01/07/86 thru 01/13/86

PAGE 6

Check #.	Date....	Vendor.....	Check Amount.	Invoice Amt	Invoice Descriptions.....
3934	01/13/86	JAMES STOKER	\$10.00	\$10.00	PCT#1-TRIP TO LONGVIEW AFTER PARTS
3935	01/13/86	MERKEL FATHERREE	\$15.00	\$15.00	PCT#1-TRIP TO LONGVIEW FOR PARTS
3936	01/13/86	TIM CONE	\$32.20	\$32.20	D.A.-TEXARKANA-ORAL ARGUMENT/APPEAL
3937	01/13/86	UPSHUR-RURAL ELECTRIC COOP., C	\$164.89	\$15.20 \$93.83 \$55.86	PCT#3-#902475306 1/3/86 BILLING W.MT.-#157460538 1/3/86 BILLING PCT#1-#31885226 1/3/86 BILLING
3938	01/13/86	ROBROY INDUSTRIES TX., INC.	\$412.00	\$412.00	R&B#1-800 FEET SCRAP PIPE
3939	01/13/86	RON'S TIRE SERVICE	\$6.00	\$6.00	PCT#1-1 TRACTOR FLAT, 1 USED TUBE
3940	01/13/86	SHELL OIL COMPANY	\$1,400.69	\$1,400.69	C.S.-#092821628 GAS BILLING
3941	01/13/86	SMITH OIL COMPANY	\$106.00	\$106.00	PCT#2-OIL, BATTERY ADJ., LABOR
3942	01/13/86	SOUTHERN TELCOM	\$35.00	\$35.00	TAX-CHECKED STATION 32 FOR STATIC
3943	01/13/86	SOUTHWESTERN ELECTRIC POWER CO	\$1,540.73	\$1,534.30 \$106.43	C.CHOUSE-#016301317414 DEC.'85 C.ST.LIGHTS-#106301282014 DEC.'85
3944	01/13/86	THORNDIKE PRESS	\$72.49	\$29.14 \$43.35	LIB.-3 BOOKS LIB.-4 BOOKS
3945	01/13/86	TRANSPORT LIFE INSURANCE COMPA	\$707.00	\$707.00	K44 JANUARY '86 PREMIUMS
3946	01/13/86	TYPERIGHT BUSINESS SYSTEMS	\$130.52	\$130.52	LIB.-RIBBONS, LIFT OFF TAPES, TONERS
3947	01/13/86	THE ULTIMATE CORP.	\$285.00	\$285.00	COMPUTER- 10 3600 #703 BLACK WATCH TAPES
3948	01/13/86	WALMART STORE #146	\$95.44	\$8.44 \$87.00	C.BLDG.-6 BOTTLE CLEANERS & ROD KIT TAX-2 CALCULATORS, AUD.-1 CALCULATOR
3949	01/13/86	WAYNE POTTER	\$250.00	\$250.00	PCT#3-REWIRE DASH, HOOD, WORK ON HEATER
3950	01/13/86	WEEKS WELDING & REPAIR	\$35.60	\$35.60	PCT#1-CHAIN LINKS, PLUG, REPAIR CHAIN
3951	01/13/86	WESTERN AUTO ASSOCIATE STORE	\$7.75	\$7.75	PCT#2-3 BULBS
3952	01/13/86	WILSON DISTRIBUTING COMPANY	\$32.00	\$32.00	LIB.-2 GAL. ROCK HARD LIQUID WAX
3953	01/13/86	TAC WORKER'S COMPENSATION FUND	\$8,209.50	\$8,209.50	1ST QUARTER WORK COMP REPORT
3954	01/13/86	HERBERT L. YOUNG	\$2,711.85	\$70.00 \$1,490.00 \$184.69 \$17.16 \$911.00 \$38.20	PCT#3-OIL PCT#4-GASOLINE AND DIESEL PCT#4-SUPER DUTY 30 OIL PCT#3-OIL PCT#2-GASOLINE PCT#1-GASOLINE & 1 GAL OSR

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM  
Minutes of Accounts Approved

13 JAN 1986

THE SOFTWARE GROUP, INC.

Disbursements Made from 01/07/86 thru 01/13/86

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Check #. Date.... Vendor..... Check Amount. Invoice Amt. Invoice Descriptions.....

Totals: 923,403.09

*Everett Dean*  
County Judge, Everett Dean

FILED  
J.B. PILL, JR.  
COUNTY CLERK  
1986 JAN 13 PM 2 26

Commissioner Pct.#1, Gaddis Lindsey

Commissioner Pct.#3, David Loyd

*J.W. Meadows*  
Commissioner Pct.#2, J.W. Meadows

*David Loyd*

AN ORDER ratifying, confirming and approving contracts with W. E. Sword Company, Inc. and Joe Wallis Storage Equipment Company; making provision for the payment of such contracts; and resolving other matters incident and related thereto.

WHEREAS, a notice to bidders in relation to the construction of a new county jail and remodeling facilities for the Upshur County Justice Center was published in the Gilmer Mirror on May 15, 1985 and May 19, 1985; and

WHEREAS, various contracts for which bids were solicited pursuant to such notice to bidders were awarded on July 22, 1985 and the award of contracts for (i) skylight, finish hardware, weatherstripping and thresholds and (ii) lockers were delayed until August 12, 1985; and

WHEREAS, on August 12, 1985, the Commissioners' Court convened in regular session and inadvertently failed to include the award of the above identified contracts on the Court's agenda for such meeting; and

WHEREAS, W. E. Sword Company, Inc. submitted the lowest and best bid for the contract for the purchase and installation of a skylight, finish hardware, weatherstripping and thresholds and Joe Wallis Storage Equipment Company submitted the lowest and best bids for the contract for the purchase and installation of lockers; and

WHEREAS, it was recently discovered that contracts with the above identified low bidders were never formally approved and authorized to be executed by the Commissioners' Court; and

WHEREAS, the Court hereby finds and determines that the written contracts and the execution thereof with the above identified low bidders be ratified, confirmed and approved; now, therefore,

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

SECTION 1: That all of the findings and recitals contained in the preamble hereof are hereby adopted and incorporated as a part of this order and as a part of the judgment of the Commissioners' Court as though set forth at length as a part of this Section.

SECTION 2: That the contracts with (i) W. E. Sword Company, Inc. (attached hereto as Exhibit A) for skylight, finish hardware, weatherstripping and thresholds and (ii) Joe Wallis Storage Equipment Company (attached hereto as Exhibit B) for lockers in relation to the new county jail and Upshur

County Justice Center are hereby ratified, confirmed and approved, and the acts of the County Judge and County Clerk in executing the same for and on behalf of the County and as the act and deed of the Commissioners' Court are hereby ratified, confirmed and approved.

SECTION 3: That the subcontracts hereby awarded pertains to the construction and equipment of a new county jail and the remodeling of a building for the Upshur County Justice Center, and, by reason thereof, the portion, if any, of the subcontract attributable to work to be performed and/or materials to be supplied for the construction and equipment of the new county jail shall be paid with the proceeds received from the sale of the "Upshur County, Texas, Certificates of Obligation, Series 1985A" (authorized to be issued in the aggregate principal amount of \$2,250,000, pursuant to an order passed by the Court on January 14, 1985 and sold pursuant to an order passed by the Court on February 11, 1985) and the portion, if any, of said subcontract relating to work to be performed and/or materials to be supplied for the remodeling of a building for the Upshur County Justice Center shall be paid with "Upshur County, Texas, Certificates of Obligation, Series 1985B" and/or claims and accounts representing an undivided interest in said series of certificates (authorized to be issued in the aggregate principal amount of \$750,000, pursuant to an order passed by the Court on January 14, 1985).

SECTION 4: That with respect to the subcontract to be paid in whole or in part with the "Upshur County, Texas, Certificates of Obligation, Series 1985B" and/or claims and accounts representing an undivided interest in said series of certificates, said contractor has elected to sell or assign the said certificates and/or claims and accounts at their face value (no accrued interest) to the First National Bank, Gilmer, Texas, the party with whom the County has made arrangements to purchase said certificates and/or claims and accounts from said contractors as the same are delivered in payment for work performed and/or materials delivered.

PASSED AND ADOPTED, this the 13th day of January, 1986.

UPSHUR COUNTY, TEXAS

  
County Judge

1985 JAN 13 AM 11:29

BY \_\_\_\_\_



ATTEST  
County Clerk and Ex-Officio Clerk  
of the Commissioners' Court

(Comm. Crt. Seal)

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS  
COUNTY OF UPSHUR

§  
§  
§

I, the undersigned, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Upshur County, Texas, DO HEREBY CERTIFY as follows:

1. That on the 13th day of January, 1986, a regular meeting of the Commissioners' Court of Upshur County, Texas, was held at the regular meeting place of the Court in the County Courthouse, Gilmer, Texas; the duly constituted members of the Court being as follows:

EVERETT DEAN	COUNTY JUDGE
GADDIS LINDSEY	COMMISSIONER, PRECINCT NO. 1
J. W. MEADOWS	COMMISSIONER, PRECINCT NO. 2
DAVID LOYD	COMMISSIONER, PRECINCT NO. 3
PAUL DAVIS	COMMISSIONER, PRECINCT NO. 4

and all of said persons were present at said meeting, except the following: ----- . Among other business considered at said meeting, the attached order entitled:

"AN ORDER ratifying, confirming and approving contracts with W. E. Sword Company, Inc. and Joe Wallis Storage Equipment Company; making provision for the payment of such contracts; and resolving other matters incident and related thereto."

was introduced and submitted to the Court for passage and adoption. After presentation and due consideration of the order and, upon a motion made by Gaddis Lindsey and seconded by David Loyd, the order was duly passed and adopted by the Court to be effective immediately by the following vote:

4 voted "For"      0 voted "Against"      0 abstained

all as shown in the official Minutes of the Court for the meeting held on the aforesaid date.

2. That the attached order is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Commissioners' Court of said County on the date of the aforesaid meeting are those persons shown above and, according to the records of my office, advance notice of the time, place and purpose of the meeting was given to each member of the Court; and that said meeting, and the deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the entitled order, was posted and given in advance thereof in compliance with the provisions of Article 6252-17, Section 3A, V.A.T.C.S.

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of the Commissioners' Court of said County, this the 13th day of January, 1986.

  
County Clerk and Ex-Officio  
Clerk of the Commissioners'  
Court of Upshur County, Texas



FILED  
J.B. HILL, JR.  
COUNTY CLERK  
1986 JAN 13 AM 11:29  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
COUNTY

# Lump Sum Subcontract Agreement

This Agreement made this 5<sup>th</sup> day of August, 19 85, by and between  
W. E. Sword Company, Inc., P.O. Box 6365, Tyler, Texas 75711  
 hereinafter called Subcontractor and The Upshur County Commissioners Court, Gilmer, Texas, hereinafter  
 called the Owner.

WITNESSETH: That Subcontractor and the Owner in consideration of the mutual promises herein contained, agree as follows:

1. Subcontractor agrees to furnish and pay for all materials, labor, scaffolding, equipment, tools, applicances, licenses, permits and everything necessary for the proper completion of the work described in paragraph 2 hereon, for a Upshur County Justice Center, Gilmer, Texas  
 hereinafter called Owner, in accordance with the General Conditions, Special Conditions and Supplementary General Conditions of the contract and in accordance with the drawings and specifications prepared by Hobbs, Wiginton & Fawcett hereinafter called the Architect; all of which (hereinafter referred to as "Contract Documents"), form a part of this Agreement between the Subcontractor and the Owner.

2. Subcontractor and the Owner agree that the materials to be furnished and the work to be done (hereinafter referred to as the "Work") by Subcontractor are:

- SECTION 07810 - Skylight
- SECTION 08700 - Finish Hardware
- SECTION 08735 - Weather Stripping & Thresholds

Installation of material supplied will be by others.

Performance and Payment Bond is included.  
 All materials are F.O.B. job site.

All items and services necessary for and reasonably incidental to the proper completion of the above.

3. The Contract Price to be paid by the Owner to Subcontractor shall be: Ten Thousand Eight Hundred Eighty-Four and No/100----- (\$10,884.00)  
 subject, however, to additions and/or deductions as provided in this Subcontract. On or about the twenty-fifth of each month, Subcontractor shall submit to the Owner in the form required, a written requisition for payment showing the aggregate value of the work performed (and materials suitably stored), through the last day of the preceding month from which there shall be deducted retainage of ten percent (10 %) or such aggregate value, all previous payments made under prior requisitions, the aggregate amount of all payments made by the Owner to others on behalf of Subcontractor and all other amounts which the Owner is entitled to retain, subject to approval by the Owner and the Architect of the amount of the valuation of the work stated in each requisition. The Owner shall pay Subcontractor the amount of the approved value of the work less the amount deducted therefrom as provided above. The Owner may withhold payments due Subcontractor pending determination by the Owner of the proper application of all previous partial payments and Subcontractor agrees to render all necessary assistance to Owner in making such determination. Prior to its first monthly requisition, Subcontractor shall submit a detailed estimate breakdown showing the subdivision of the contract price into its various parts to be used for checking Subcontractor's monthly requisition for payment. This estimate breakdown shall be subject to the Owner and Architect's approval. The balance of the contract price shall be paid to Subcontractor upon (a) satisfactory completion of all of Subcontractor's work, (b) acceptance thereof by the Owner, (c) furnishing to the Owner satisfactory evidence that all labor and material accounts of Subcontractor have been paid in full. Subcontractor agrees to hold all payments received hereunder as a trust fund for the payment of all obligations incurred by Subcontractor in connection with the work. No payment to Subcontractor shall operate as an approval of Subcontractor's work or materials, or any part thereof.

3-A. The Owner proposes to pay all or a portion of this Agreement with certificates of obligations (and/or claims and accounts representing an undivided interest in said certificates), which certificates (and/or claims and accounts) are to be authorized, issued and delivered in accordance with the provisions of Article 2368a.1, V.A.T.C.S. The certificates (and/or claims or accounts) will be delivered to the Subcontractor as work is performed, and the Owner has made arrangements for such certificates to be transferred and assigned to a financial institution ( ) at their face value (no accrued interest) for cash. The Subcontractor has heretofore elected and does hereby elect to transfer and assign all certificates of obligation (and/or claims and accounts) issued and delivered to the Subcontractor by the Owner for work performed and furnished under this agreement.

4. Subcontractor agrees to commence the work when directed by the Owner and to complete the work within as required days from date of this agreement. On receipt of written notice from the Owner, Subcontractor shall cease performance of the work or portions thereof and shall resume performance on receipt of like notice. Subcontractor agrees to diligently and continuously prosecute the work and to coordinate the work with other work being done on the project by other trades, so that the Owner shall not be delayed by any act or omission of Subcontractor in completion of the general contract within the time specified in the contract documents. If Subcontractor shall delay the material progress of the work and as a result thereof the Owner shall become liable for damages or shall incur additional costs, Subcontractor shall indemnify the Owner on account of any such damages and additional costs.

5. No alterations shall be made in the work as shown or described by the contract documents except on the written order of the Owner, and when so made the value of the work or materials added or omitted shall be computed and determined by the Subcontractor, subject to the written approval and acceptance by the Owner, and the amount so determined shall be added to or deducted from the contract price. Subcontractor shall have no claim for additional work unless such work has been done in pursuance of a written order from the Owner. In case of disagreement as to adjustment, Subcontractor shall proceed with performance of the alterations pending the determination of such adjustment.

6. Subcontractor shall effectually secure and protect the work and shall bear and be liable for, and shall repair and replace, all loss and damage of any kind which may happen to the work at any time prior to the final completion and acceptance thereof from any cause whatsoever and the Owner will not in any manner be responsible for any such loss or damage. Subcontractor shall indemnify and save harmless the Owner against loss or expense by reason of the liability imposed by law upon the Owner for damages because of bodily injuries including death at any time resulting therefrom accidentally sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of, or in consequence of the performance of the work whether such injuries to persons or damages to property are due or claimed to be due to any negligence of Subcontractor, the Owner, its or their employees or agents or any other person.

Subcontractor shall take out, maintain and pay for insurance during the period covered by this Subcontract, through agents, in such amounts as set forth in the specifications. Companies shall be approved by the Owner. If Subcontractor shall fail to deliver such Certificate of Insurance to the Owner within forty-eight (48) hours after demand and in any event prior to commencement of the work on the project site, the Owner may obtain such insurance for Subcontractor and pay the premiums thereon and Subcontractor shall repay the Owner on demand, any sum or sums paid therefore, under this Subcontract. Every policy of insurance required hereunder shall provide for giving to the Owner ten (10) days' prior written notice of the cancellation thereof.

Any policy of insurance covering Subcontractor's own tools, plant and facilities against loss by physical damage shall include an endorsement providing that the underwriters waive their rights of subrogation against the Owner.

7. Subcontractor shall not let, assign or transfer this Subcontract or any part hereof, or any interest therein, or any amounts due or to become due hereunder, without the written consent of the Owner.

8. Subcontractor will pay all social security, other taxes and contributions imposed upon it as an employer in connection with the performance of this Subcontract, and will furnish evidence, when required by the showing that all such payments required to be made have been paid. Subcontractor shall pay all local, state and federal taxes in connection with the work and charges for all utility services, including water and power, used by Subcontractor in the performance of its work.

9. Payments otherwise due may be withheld by the Owner on account of defective work not remedied, claims filed, reasonable evidence indicating probability of filing of claims or liens, failure to Subcontractor to make payments properly to its subcontractors or for material or labor or a reasonable doubt that the Subcontract can be completed for the balance then unpaid. If the said causes are not removed on written notice, the Owner may pay the cost of same at Subcontractor's expense by the use of such withheld payments or otherwise.

10. Subcontractor will save and keep the building or buildings referred to in this Subcontract and the lands upon which they are situated, free from all mechanic's liens and all other liens by reason of its work or of any materials or other things used by it in the work, and does hereby indemnify the Owner against any loss, damage, expense or claim arising out of Subcontractor's failure to keep such building or buildings free of liens. If Subcontractor fails to remove any lien by bonding it or otherwise the Owner may retain sufficient funds, out of any money due or thereafter to become due to Subcontractor to pay the same.

11. Subcontractor shall, at its own cost, apply for and obtain all permits required in connection with the work. In performing the work, Subcontractor shall comply in every respect with all state, federal and municipal laws, codes, ordinances and regulations relating thereto, including without limitation, the Fair Labor Standards Act. Subcontractor does hereby agree to hold the Owner harmless from any loss or expense arising out of any violation of any such law, code or regulation.

12. If by any of the contract documents referred to in paragraph 1 above, it is required that temporary buildings or facilities shall be furnished by the Owner for the use of the Architect or their representatives at the site of the work, the labor, materials, equipment and fixtures of the same general kind or character as that required to be furnished by Subcontractor pursuant to paragraph 2 above, shall also be furnished by Subcontractor for such temporary buildings or facilities. The contract price specified in paragraph 3 includes compensation for such additional labor, materials, equipment and fixtures.

13. Subcontractor will clean up and haul away all debris occasioned by the work done by it hereunder and will leave the building and premises clean insofar as the work performed under this agreement is concerned. If, after 24 hours' notice by the Owner's representative to Subcontractor's representative at the site of the work, Subcontractor has not diligently proceeded with the clean up as outlined in this paragraph, then the Owner has the right to proceed with the clean up work at Subcontractor's cost and expense.

14. Subcontractor shall submit to the Owner within five days after execution of the Subcontract, complete shop drawings, data, catalogue cuts and/or samples as required by the contract documents. Approval of any such drawings, data, catalogue cuts and/or samples shall not relieve Subcontractor of any responsibility for execution of the work in accordance with the requirements of the contract documents.

15. Subcontractor shall provide Payment and Performance bonds on the form prescribed by and with surety acceptable to the Owner in the full amount of this Subcontract for the faithful performance of this Subcontract. The premium for bonds shall be paid by Subcontractor, or, in the event this agreement is for less than \$25,000 and in lieu of furnishing a Payment and Performance bonds, Subcontractor agrees that no money shall be paid by Owner to Subcontractor under this agreement until completion and acceptance of all work to be performed and furnished hereunder.

16. If Subcontractor at any time refuses or neglects to supply adequate and complete supervision or a sufficiency of properly skilled workmen or of materials of the proper quality or fail in any respect to prosecute the work with promptness and diligence or fail in the performance of any agreement for the benefit of its creditors or fail to pay promptly its obligations or if a receiver be appointed for Subcontractor or its assets, or if Subcontractor be adjudged a bankrupt, or fail in the performance of any of the agreements on its part contained herein, the Owner shall have the option, after 48 hours' written notice to Subcontractor, to provide any such labor or materials and to deduct the cost thereof from any money due or thereafter to become due from the Contractor to Subcontractor. The Contractor shall also be at liberty to terminate the employment of Subcontractor on said work and to enter upon the premises and take possession of all materials or appliances, of any kind whatsoever, thereon, and to employ any other person or persons to finish the work and to provide the materials therefore; and in case of such discontinuance of the employment of Subcontractor, Subcontractor shall not be entitled to receive any payment under this Subcontract which might otherwise be due it, until the work shall be finished, at which time, if the unpaid balance of the amount to be paid under this Subcontract shall exceed the expenses incurred by the Owner in finishing Subcontractor's work, such excess shall be paid by the Owner to Subcontractor, but if such expenses shall exceed such unpaid balance Subcontractor shall pay the difference to the Owner. The expense incurred by the Owner shall include all costs of finishing the work including all obligations incurred by Subcontractor, any damages incurred through the default of Subcontractor and all costs or expense incurred by the Owner. The rights of the Owner provided by this paragraph shall not be exclusive of any other rights or remedies.

17. Subcontractor will cooperate with the Owner and other Subcontractors or separate contractors whose work might interfere with Subcontractor's work and will participate in the preparation of coordinated drawings in areas of congestion, specifically noting and advising the Owner of any such interference.

18. Subcontractor shall within 24 hours after receiving written notice from Owner, proceed to take down all portions of the work condemned by the Architect or the Owner, and shall make good at its own cost, all work of others damaged or destroyed thereby and replace all such condemned work with proper work. In case of the failure of Subcontractor to promptly remove or replace any portion of the work as aforesaid, the Owner shall have the right itself or through others, to take down and remove the same and to purchase and install new materials in replacement thereof and the cost thereof together with the cost of making good all other work destroyed or damaged by such removal and replacement, shall be borne by Subcontractor and shall be paid to the Owner on demand or may be deducted by the Owner from any payments due or to become due to Subcontractor.

19. Subcontractor agrees to indemnify and save harmless the Owner and his agents against all damages which they or either of them may sustain by reason of anything to be supplied hereunder being covered by a patent not owned by Subcontractor, and at the expense of Subcontractor to defend any action brought against the Owner founded upon the claim that any such thing or any part thereof infringes any such patent.

20. Subcontractor shall remove, replace and/or repair at its own expense and at the convenience of the Owner, any workmanship, materials and equipment furnished hereunder with respect to which defects shall appear, and any equipment furnished hereunder which shall fail to develop ratings, capacities or characteristics required by the contract documents, at any time within a period of one year after acceptance of the work or within such longer period thereafter as may be provided in the contract documents. Subcontractor shall also pay all costs necessary to remove, replace and/or repair any other work which may be damaged in removing, replacing or repairing any portion of the work.

Subcontractor shall execute such separate guarantees for the benefit of, and enforceable by, the Owner as may be required by the contract documents.

21. Subcontractor expressly waives any claim for damages on account of any delay, obstruction or hindrance regardless of the cause of such delay, obstruction or hindrance.

22. Subcontractor agrees to abide by and comply with all procedure rules and regulations with regard to non-discrimination issued or to be issued by Equal Employment Opportunity Commission or Executive Order, insofar as they may apply to the work covered by this agreement.

23. All negotiations and agreements prior to the date of this agreement not included herein are hereby voided.

24. This Subcontract shall bind the executors, administrators, successors and assigns of the parties hereto.

25. No provision contained in this Subcontract shall create or give to third parties (other than the Owner) any claim or right of action against the Owner or Subcontractor beyond such as may legally exist in the absence of such provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner:

By

J. B. Hill, Jr., County Clerk

Evertt Dean, County Judge

Gaddis Lindsey, Commissioner 1

W. Meadows, Commissioner 2

David Loyd, Commissioner 3

Paul Davis, Commissioner 4

W. E. Sword Company, Inc.

Subcontractor MATERIAL SUPPLIER

By

Name

Title

W. E. Sword, President  
1/13/85

FILED  
J.B. HILL, JR.  
COUNTY CLERK

1986 JAN 13 AM 11:29

UPPER COUNTY, TX.

BY \_\_\_\_\_ COUNTY

# Lump Sum Subcontract Agreement

This Agreement made this 25 day of November, 19 85, by and between Joe Wallis Storage Equipment Company, 13773 N. Central Expwy., Suite 1320, Dallas, Texas 75243 hereinafter called Subcontractor and The Upshur County Commissioners Court, Gilmer, Texas, hereinafter called the Owner.

WITNESSETH: That Subcontractor and the Owner in consideration of the mutual promises herein contained, agree as follows:

1. Subcontractor agrees to furnish and pay for all materials, labor, scaffolding, equipment, tools, applicances, licenses, permits and everything necessary for the proper completion of the work described in paragraph 2 hereon, for a Upshur County Justice Center, Gilmer, Texas for The Commissioners Court of Upshur County, Texas hereinafter called Owner, in accordance with the General Conditions, Special Conditions and Supplementary General Conditions of the contract and in accordance with the drawings and specifications prepared by Hobbs, Wiginton & Fawcett hereinafter called the Architect; all of which General Conditions, Special Conditions, Supplementary General Conditions, drawings and specifications (hereinafter referred to as "Contract Documents"), form a part of this Agreement between the Subcontractor and the Owner.

2. Subcontractor and the Owner agree that the materials to be furnished and the work to be done (hereinafter referred to as the "Work") by Subcontractor are:

SECTION 10500 - Lockers

F.O.B. Job Site

All items and services necessary for and reasonably incidental to the proper completion of the above.

DELIVERED ONLY

3. The Contract Price to be paid by the Owner to Subcontractor shall be: Two Thousand One Hundred Eight-Five and No/100----- (\$ 2,185.00 )

subject, however, to additions and/or deductions as provided in this Subcontract. On or about the twenty-fifth of each month, Subcontractor shall submit to the Owner in the form required, a written requisition for payment showing the aggregate value of the work performed (and materials suitably stored), through the last day of the preceding month from which there shall be deducted retainage of ten percent (10 %) or such aggregate value, all previous payments made under prior requisitions, the aggregate amount of all payments made by the Owner to others on behalf of Subcontractor and all other amounts which the Owner is entitled to retain, subject to approval by the Owner and the Architect of the amount of the valuation of the work stated in each requisition. The Owner shall pay Subcontractor the amount of the approved value of the work less the amount deducted therefrom as provided above. The Owner may withhold payments due Subcontractor pending determination by the Owner of the proper application of all previous partial payments and Subcontractor agrees to render all necessary assistance to Owner in making such determination. Prior to its first monthly requisition, Subcontractor shall submit a detailed estimate breakdown showing the subdivision of the contract price into its various parts to be used for checking Subcontractor's monthly requisition for payment. This estimate breakdown shall be subject to the Owner and Architect's approval. The balance of the contract price shall be paid to Subcontractor upon (a) satisfactory completion of all of Subcontractor's work, (b) acceptance thereof by the Owner, (c) furnishing to the Owner satisfactory evidence that all labor and material accounts of Subcontractor have been paid in full. Subcontractor agrees to hold all payments received hereunder as a trust fund for the payment of all obligations incurred by Subcontractor in connection with the work. No payment to Subcontractor shall operate as an approval of Subcontractor's work or materials, or any part thereof.

3-A. The Owner proposes to pay all or a portion of this Agreement with certificates of obligations (and/or claims and accounts representing an undivided interest in said certificates), which certificates (and/or claims and accounts) are to be authorized, issued and delivered in accordance with the provisions of Article 2368a.1, V.A.T.C.S. The certificates (and/or claims or accounts) will be delivered to the Subcontractor as work is performed, and the Owner has made arrangements for such certificates to be transferred and assigned to a financial institution ( ) at their face value (no accrued interest) for cash. The Subcontractor has heretofore elected and does hereby elect to transfer and assign all certificates of obligation (and/or claims and accounts) issued and delivered to the Subcontractor by the Owner for work performed and furnished under this agreement.

4. Subcontractor agrees to commence the work when directed by the Owner and to complete the work within as directed days from date of this agreement. On receipt of written notice from the Owner, Subcontractor shall cease performance of the work or portions thereof and shall resume performance on receipt of like notice. Subcontractor agrees to diligently and continuously prosecute the work and to coordinate the work with other work being done on the project by other trades, so that the Owner shall not be delayed by any act or omission of Subcontractor in completion of the general contract within the time specified in the contract documents. If Subcontractor shall delay the material progress of the work and as a result thereof the Owner shall become liable for damages or shall incur additional costs, Subcontractor shall indemnify the Owner on account of any such damages and additional costs.

5. No alterations shall be made in the work as shown or described by the contract documents except on the written order of the Owner, and when so made the value of the work or materials added or omitted shall be computed and determined by the Subcontractor, subject to the written approval and acceptance by the Owner, and the amount so determined shall be added to or deducted from the contract price. Subcontractor shall have no claim for additional work unless such work has been done in pursuance of a written order from the Owner. In case of disagreement as to adjustment, Subcontractor shall proceed with performance of the alterations pending the determination of such adjustment.

6. Subcontractor shall effectually secure and protect the work and shall bear and be liable for, and shall repair and replace, all loss and damage of any kind which may happen to the work at any time prior to the final completion and acceptance thereof from any cause whatsoever and the Owner will not in any manner be responsible for any such loss or damage. Subcontractor shall indemnify and save harmless the Owner against loss or expense by reason of the liability imposed by law upon the Owner for damages because of bodily injuries including death at any time resulting therefrom accidentally sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of, or in consequence of the performance of the work whether such injuries to persons or damages to property are due or claimed to be due to any negligence of Subcontractor, the Owner, its or their employees or agents or any other person.

Subcontractor shall take out, maintain and pay for insurance during the period covered by this Subcontract, through agents, in such amounts as set forth in the specifications. Companies shall be approved by the Owner. If Subcontractor shall fail to deliver such Certificate of Insurance to the Owner within forty-eight (48) hours after demand and in any event prior to commencement of the work on the project site, the Owner may obtain such insurance for Subcontractor and pay the premiums thereon and Subcontractor shall repay the Owner on demand, any sum or sums paid therefore, under this Subcontract. Every policy of insurance required hereunder shall provide for giving to the Owner ten (10) days' prior written notice of the cancellation thereof.

Any policy of insurance covering Subcontractor's own tools, plant and facilities against loss by physical damage shall include an endorsement providing that the underwriters waive their rights of subrogation against the Owner.

7. Subcontractor shall not let, assign or transfer this Subcontract or any part hereof, or any interest therein, or any amounts due or to become due hereunder, without the written consent of the Owner.

8. Subcontractor will pay all social security, other taxes and contributions imposed upon it as an employer in connection with the performance of this Subcontract, and will furnish evidence, when required by the showing that all such payments required to be made have been paid. Subcontractor shall pay all local, state and federal taxes in connection with the work and charges for all utility services, including water and power, used by Subcontractor in the performance of its work.

9. Payments otherwise due may be withheld by the Owner on account of defective work not remedied, claims filed, reasonable evidence indicating probability of filing of claims or liens, failure to Subcontractor to make payments properly to its subcontractors or for material or labor or a reasonable doubt that the Subcontract can be completed for the balance then unpaid. If the said causes are not removed on written notice, the Owner may pay the cost of same at Subcontractor's expense by the use of such withheld payments or otherwise.

10. Subcontractor will save and keep the building or buildings referred to in this Subcontract and the lands upon which they are situated, free from all mechanic's liens and all other liens by reason of its work or of any materials or other things used by it in the work, and does hereby indemnify the Owner against any loss, damage, expense or claim arising out of Subcontractor's failure to keep such building or buildings free of liens. If Subcontractor fails to remove any lien by bonding it or otherwise the Owner may retain sufficient funds, out of any money due or thereafter to become due to Subcontractor to pay the same.

11. Subcontractor shall, at its own cost, apply for and obtain all permits required in connection with the work. In performing the work, Subcontractor shall comply in every respect with all state, federal and municipal laws, codes, ordinances and regulations relating thereto, including without limitation, the Fair Labor Standards Act. Subcontractor does hereby agree to hold the Owner harmless from any loss or expense arising out of any violation of any such law, code or regulation.

12. If by any of the contract documents referred to in paragraph 1 above, it is required that temporary buildings or facilities shall be furnished by the Owner for the use of the Architect or their representatives at the site of the work, the labor, materials, equipment and fixtures of the same general kind or character as that required to be furnished by Subcontractor pursuant to paragraph 2 above, shall also be furnished by Subcontractor for such temporary buildings or facilities. The contract price specified in paragraph 3 includes compensation for such additional labor, materials, equipment and fixtures.

13. Subcontractor will clean up and haul away all debris occasioned by the work done by it hereunder and will leave the building and premises clean insofar as the work performed under this agreement is concerned. If, after 24 hours' notice by the Owner's representative to Subcontractor's representative at the site of the work, Subcontractor has not diligently proceeded with the clean up as outlined in this paragraph, then the Owner has the right to proceed with the clean up work at Subcontractor's cost and expense.

14. Subcontractor shall submit to the Owner within five days after execution of the Subcontract, complete shop drawings, data, catalogue cuts and/or samples as required by the contract documents. Approval of any such drawings, data, catalogue cuts and/or samples shall not relieve Subcontractor of any responsibility for execution of the work in accordance with the requirements of the contract documents.

15. Subcontractor shall provide Payment and Performance bonds on the form prescribed by and with surety acceptable to the Owner in the full amount of this Subcontract for the faithful performance of this Subcontract. The premium for bonds shall be paid by Subcontractor, or, in the event this agreement is for less than \$25,000 and in lieu of furnishing a Payment and Performance bonds, Subcontractor agrees that no money shall be paid by Owner to Subcontractor under this agreement until completion and acceptance of all work to be performed and furnished hereunder.

16. If Subcontractor at any time refuses or neglects to supply adequate and complete supervision or a sufficiency of properly skilled workmen or of materials of the proper quality or fail in any respect to prosecute the work with promptness and diligence or fail in the performance of any agreement for the benefit of its creditors or fail to pay promptly its obligations or if a receiver be appointed for Subcontractor or its assets, or if Subcontractor be adjudged a bankrupt, or fail in the performance of any of the agreements on its part contained herein, the Owner shall have the option, after 48 hours' written notice to Subcontractor, to provide any such labor or materials and to deduct the cost thereof from any money due or thereafter to become due from the Contractor to Subcontractor. The Contractor shall also be at liberty to terminate the employment of Subcontractor on said work and to enter upon the premises and take possession of all materials or appliances, of any kind whatsoever, thereon, and to employ any other person or persons to finish the work and to provide the materials therefore; and in case of such discontinuance of the employment of Subcontractor, Subcontractor shall not be entitled to receive any payment under this Subcontract which might otherwise be due it, until the work shall be finished, at which time, if the unpaid balance of the amount to be paid under this Subcontract shall exceed the expenses incurred by the Owner in finishing Subcontractor's work, such excess shall be paid by the Owner to Subcontractor, but if such expenses shall exceed such unpaid balance Subcontractor shall pay the difference to the Owner. The expense incurred by the Owner shall include all costs of finishing the work including all obligations incurred by Subcontractor, any damages incurred through the default of Subcontractor and all costs or expense incurred by the Owner. The rights of the Owner provided by this paragraph shall not be exclusive of any other rights or remedies.

17. Subcontractor will cooperate with the Owner and other Subcontractors or separate contractors whose work might interfere with Subcontractor's work and will participate in the preparation of coordinated drawings in areas of congestion, specifically noting and advising the Owner of any such interference.

18. Subcontractor shall within 24 hours after receiving written notice from Owner, proceed to take down all portions of the work condemned by the Architect or the Owner, and shall make good at its own cost, all work of others damaged or destroyed thereby and replace all such condemned work with proper work. In case of the failure of Subcontractor to promptly remove or replace any portion of the work as aforesaid, the Owner shall have the right itself or through others, to take down and remove the same and to purchase and install new materials in replacement thereof and the cost thereof together with the cost of making good all other work destroyed or damaged by such removal and replacement, shall be borne by Subcontractor and shall be paid to the Owner on demand or may be deducted by the Owner from any payments due or to become due to Subcontractor.

19. Subcontractor agrees to indemnify and save harmless the Owner and his agents against all damages which they or either of them may sustain by reason of anything to be supplied hereunder being covered by a patent not owned by Subcontractor, and at the expense of Subcontractor to defend any action brought against the Owner founded upon the claim that any such thing or any part thereof infringes any such patent.

20. Subcontractor shall remove, replace and/or repair at its own expense and at the convenience of the Owner, any workmanship, materials and equipment furnished hereunder with respect to which defects shall appear, and any equipment furnished hereunder which shall fail to develop ratings, capacities or characteristics required by the contract documents, at any time within a period of one year after acceptance of the work or within such longer period thereafter as may be provided in the contract documents. Subcontractor shall also pay all costs necessary to remove, replace and/or repair any other work which may be damaged in removing, replacing or repairing any portion of the work.

Subcontractor shall execute such separate guarantees for the benefit of, and enforceable by, the Owner as may be required by the contract documents.

21. Subcontractor expressly waives any claim for damages on account of any delay, obstruction or hindrance regardless of the cause of such delay, obstruction or hindrance.

22. Subcontractor agrees to abide by and comply with all procedure rules and regulations with regard to non-discrimination issued or to be issued by Equal Employment Opportunity Commission or Executive Order, insofar as they may apply to the work covered by this agreement.

23. All negotiations and agreements prior to the date of this agreement not included herein are hereby voided.

24. This Subcontract shall bind the executors, administrators, successors and assigns of the parties hereto.

25. No provision contained in this Subcontract shall create or give to third parties (other than the Owner) any claim or right of action against the Owner or Subcontractor beyond such as may legally exist in the absence of such provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: JOE WALLIS STORAGE EQUIPMENT COMPANY, INC.  
Subcontractor

By J. B. Hill, Jr.  
J. B. Hill, Jr., County Clerk

By Frank G. Ruckelshaus SECTREAS.  
Name Title

Everett Dean  
Everett Dean, County Judge

FILED  
J.B. HILL, JR.  
COUNTY CLERK

Gaddis Lindsey  
Gaddis Lindsey, Commissioner 1

1986 JAN 13 AM 11:29

J. W. Meadows  
J. W. Meadows, Commissioner 2

UPPER MERIDIAN, TX.

David Loyd  
David Loyd, Commissioner 3

BY \_\_\_\_\_

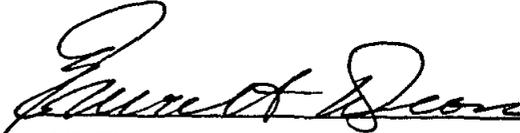
Paul Davis  
Paul Davis, Commissioner 4

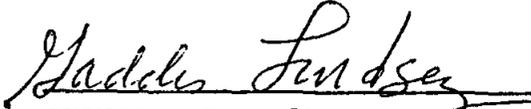


BILLS APPROVED FOR PAYMENT JANUARY 13, 1986PAGE 1 OF 1

## UPSHUR COUNTY JAIL CONSTRUCTION FUND

<u>CLAIM NO.:</u>	<u>PAY TO:</u>	<u>CLASSIFICATION:</u>	<u>AMOUNT:</u>
145	YOUNG OIL CO.	78-778-3220 /20.00	\$ 658.00
		78-775-3380 /638.00	
146	GREGGTON PIPE & STEEL CO.	78-775-3380	12.60
147	A & E MILL & WELDING SUPPLY	78-775-3380	6.20
148	BYRON CROOK ELECTRIC CO., INC.	78-775-3380	144.00
149	CONSTRUCTION SUPPLY CO., INC.	78-775-3380 /43.55	60.98
		78-775-3220 /17.43	
150	GILMER LUMBER CO.	78-775-3380	72.50
151	DUBOSE EQUIPMENT CO.	78-775-3380 /87.50	432.90
		78-775-4700 /345.40	
152	THE R. E. HABLE CO.	78-775-4165	14,971.82
153	EAST TEXAS TESTING LABORATORY, INC	78-775-4495	250.00
			<u>\$16,609.00</u>

  
 COUNTY JUDGE, EVERETT DEAN

  
 COMMISSIONER PCT.#1, GADDIS LINDSEY

VOL. 26 PG. 716

J W Meadows  
COMMISSIONER PCT.#2, J. W. MEADOWS

David Loyd  
COMMISSIONER PCT.#3, DAVID LOYD

Paul Davis  
COMMISSIONER PCT.#4, PAUL DAVIS

FILED  
J.B. HILL, JR.  
COUNTY CLERK

1986 JAN 13 AM 11: 29

UPS

BY \_\_\_\_\_