

TYLER COUNTY COMMISSIONER' COURT
SPECIAL MEETING
JULY 24, 1974
9:00 A.M.

At the Meeting of the Tyler County Commissioner's Court held on the above date, all members were present and the Meeting opened with a prayer.

A motion was made by Comm. Parks and seconded by Comm. Best to allow the Geneological Society of the Church of Jesus Christ Later Day Saints to film certain old Records in the County Clerk's office. All voted yes, none voted no.

A motion was made by Comm. Belt and seconded by Comm. Best to correct the section of the Minutes of the Meeting of July 15, 1974 concerning the acceptance of the bid on air conditioners: Motion should read-- to accept the bid of Mann Furniture Company of \$258.00 plus \$10.00 installation fee for a 1 1/2 ton Whirlpool Air Conditioner for the District Clerk's office and the bid of Mann Furniture Company of \$321.00 plus \$10.00 installation fee on a 2 Ton Whirlpool Air Conditioner for the Sheriff's office. All voted yes, none voted no.

A motion was made by Comm. Belt and seconded by Comm. Parks to accept the bid of All Makes Typewriter Company for the Service and Maintance of office Machines for 1974 @ \$355.00 per year. See attached Bid. All voted yes, none voted no.

There being no further business the Meeting adjourned.

SIGNED: _____ Tom D. Mann, County Judge

_____ Joe I. Best, Comm. Pct.#1
_____ H.M. Parks, Comm. Pct.#2
_____ Kenneth Belt, Comm. Pct.#3
_____ James R. Jordan, Comm. Pct.#4
ATTEST: _____ Allen Sturrock, County Clerk

STATE OF TEXAS
COUNTY OF JASPER

KNOW ALL MEN BY THESE PRESENTS

AGREEMENT

This Agreement is entered into by and between the Deep East Texas Council of Governments, having its office at 272 East Lamar, Jasper, Jasper County, Texas, hereinafter designated as the "Council", organized and existing under the Laws of the State of Texas; and the County of Tyler, Texas, a subdivision of the State of Texas, hereinafter known as the "County".

In consideration of the mutual promises and covenants contained herein, the Council and the County agree as follows:

- (1) The County agrees to operate the Tyler County Mini-Bus for Older Americans grant as provided for under Title III of the Older Americans Act of 1965, as amended and the Council agrees to pay for these costs of operating said Mini-Bus grant which are fully set forth and described in Exhibit "A" attached hereto.
- (2) The County agrees to advertise bid specifications and purchase said Mini-Bus from the bidder offering the lowest price as per compliant bid specifications. The Motor Vehicle Title certificate to said Mini-Bus shall vest as legal title in the name of Tyler County; however, it is understood and agreed between the parties that equitable title and ownership shall remain with the Governor's Committee on Aging, a division of the Governor's Office of the State of Texas, until a release of such equitable title is either executed by the proper officer and agent of the Governor's Committee on Aging, or is automatically released upon the expiration of four years from the anniversary date of the execution of this agreement, whichever occurs first.
- (3) The County agrees to provide transportation five (5) days a week, eight (8) hours a day, fifty two (52) weeks a year based on a predetermined, advertised and posted travel schedule, for those designated and identified Older American participants, without cost to such participants.
- (4) The County is to provide and pay for automobile license tags for the said Mini-Bus, and is to provide qualified drivers properly licensed under the laws of the State of Texas for operation of said Mini-Bus.
- (5) The County is to provide liability insurance for the said Mini-Bus to include all passengers on the Mini-Bus as well as liability coverage for all persons who may be injured as a result of the operation of said Mini-Bus.
- (6) Said Mini-Bus operators are to have periodic medical examinations to assure their ability to operate said Mini-Buses.
- (7) The County agrees to provide for all gasoline, oil, maintenance and repair including tires which will be necessary for the operation of said Mini-Bus.
- (8) The County agrees to designate and establish sheltered pick-up points for the project participants which are accessible to telephones; said pick-up areas are to

prominently display routes and schedules which the Mini-Bus will be following.

- (9) The County is to maintain a volunteer center where information can be received and disseminated with respect to identifying and encouraging persons to participate in the Mini-Bus Project. Said volunteer center shall maintain a listed telephone number and shall keep an accurate record on those forms set forth for such purposes in said Exhibit "B", of volunteer hours donated, for record keeping purposes pursuant to said grant.
- (10) The County agrees to provide all those services set forth in the Application for Tyler County Mini-Bus for Older Americans project attached hereto as Exhibit "B", such services to include all terms, responsibilities and procedures described under the Goals and Objectives section of said Application.
- (11) It is agreed between the parties that should the project be discontinued or terminated, or, in the sole discretion of the Governor's Committee on Aging, should the project fail to fulfill any of the goals and objectives set forth in said project application any time before the expiration of four (4) years from the date of execution hereof, the Governor's Committee on Aging may transfer said legal and equitable title to said Mini-Bus to another Mini-Bus Project area. The County agrees to return possession and execute title to said Mini-Bus to effect any such transfer under the hereinabove provisions.
- (12) The County shall comply with all Federal, State and local laws and regulations governing the transportation of persons in such Mini-Bus project; the County shall procure and keep in effect all necessary licenses, permits, and inspections as required by law. The County shall comply with all applicable Federal, State and local laws and regulations pertaining to the hiring, wages and hours of employment.
- (13) The Council shall reimburse the County monthly for those allowable reimbursable costs set forth in Exhibit "A" attached hereto. The County is to complete Form 6-1.01, which is attached hereto as Exhibit "C" for purchase vouchers or reimbursement of costs, and said form must be correctly and completely prepared before reimbursement from the Council can be authorized. The Council shall forward said form to the Governor's Committee on Aging, Austin, Texas, and immediately upon receipt of these reimbursement costs from the Governor's Committee on Aging, the Council shall forward to the County funds received pursuant to said allowable reimbursable costs.
- (14) The Council shall not be obligated to pay for transportation services and other costs which do not meet prescribed requirements or are not otherwise authorized for reimbursement by the Governor's Committee on Aging.
- (15) The County hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, Public Law 83-352, as amended, to the end that no person shall on the grounds of race, sex, creed, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the County receives federal financial assistance; and the County gives further assurance that it will properly take any measures necessary to effectuate this commitment. This assurance shall obligate the County

for the contract period during which federal financial assistance is extended to the Texas Governor's Committee on Aging and is given in consideration for the purpose of obtaining funds for which the agreement is made. The United States shall have the right to seek judicial enforcement of this assurance.

- (16) The County agrees to post in a conspicuous place available to the employees and applicants for employment, Government notices setting forth the provisions of this nondiscrimination clause. The County will, in all solicitation or advertisements for employees placed by or on behalf of the County, state that all qualified applicants will receive consideration for employment without regard to race, sex, creed, color or national origin. However, pursuant to said Title VI of the Older Americans Act of 1965, the County must give preference to persons aged 60 or over in the hiring of all staff positions, when other qualifications are equal. Project staff must be, to the extent feasible, minority individuals in numbers proportional to minority project participants.
- (17) The County shall indemnify and hold harmless the Council against any loss or damage (including attorney's fees and other costs of litigation), caused by the County's negligent act or omission, theft by the County's employees, or the negligent act or omission of the County's agents or employees. The County shall indemnify the Council against damages arising and defend any suit against the grant project or Council alleging personal injury, sickness, or disease arising out of the operation of said Mini-Bus project, or damages arising from the providing of volunteer services. The County shall promptly notify the Council in writing of any claims against the County, the grant project, or the Council, and in the event of a case being filed, shall promptly forward to the Council all papers in connection therewith. The Council shall not incur any expense or make any settlement without the County's consent. However, if the County refuses or neglects to defend any such suit, or indemnify the Council, the Council may defend, adjust, or settle any such claim and the cost of such defense, judgement, or settlement including reasonable attorney's fees, shall be charged to the County.
- (18) This Agreement along with the said Exhibits, and references to applicable federal laws, rules and procedures, constitutes the entire agreement between the County and the Council and there are no other or further written or oral understandings or agreements with respect to the subject matter hereof. No variation or modification of this Agreement, and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the project and the County. No assignment or transfer of this Agreement may be made, in whole or in part, without the written consent of the Council first being obtained.
- (19) The Mini-Bus Grant and reimbursable costs incurred incident thereto shall commence _____ 1974, at which time the terms of this Agreement shall be in full force and effect. The Mini-Bus Grant shall operate for a period of twelve (12) months ending _____ unless otherwise terminated pursuant to the termination paragraph set forth hereinafter.

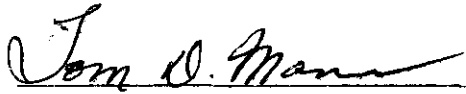
- (20) Either party, may, at any time during the effective dates of this Agreement, or any extension hereof, terminate this Agreement, subject to the terms herein with respect to transportation of Older Americans pursuant to the said Grant, for breach of the terms and conditions set forth herein, by giving fifteen (15) days written notice of its intention to do so. In the event the Texas Governor's Committee on Aging should cease funding under the terms of this grant or if for any reason funds are withdrawn from the Deep East Texas Area Agency on Aging then this Agreement shall automatically terminate as of the date when funds are withdrawn. All vehicles, and other property acquired during the term of this contract shall be returned immediately to the possession of the Council.
- (21) Notwithstanding anything herein to the contrary, it is expressly understood and agreed that the Council's liability under the terms of this Agreement shall be limited to the funds received for project purposes under said project award number _____ under Title VI of the Older Americans Act of 1965, as amended, and that in no event shall the Council be obligated to expend any funds over and above those received pursuant to said grant award. All notices to the Council shall be sent to the Deep East Texas Council of Governments, Director of Social Services, 272 East Lamar Street, Jasper, Jasper County, Texas 75951; all notices to the County shall be sent to Tyler County Commissioners Court, 100 Courthouse, Woodville, Tyler County, Texas 75979.
- (22) All records of the County bearing upon operation of the Mini-Bus Grant, employees wages and all the other costs of the said Mini-Bus Grant Project shall be made available to the Council upon request. The Project Director or any Project Representative, State Agency or State Distributing Agency Representatives, and the Auditors of the Department of Health, Education and Welfare, the United States General Accounting Office, the Governor's Committee on Aging or Comptroller of the State of Texas, shall, upon request, have access to all such records for audit or review at a reasonable time and place. All such records must be kept for a period of five (5) years beyond the final termination date of this contract or any continuations or extensions thereof.
- (23) The County agrees to supply or provide information or services pursuant to applicable rules, regulations, policies and procedures as may be promulgated from time to time by the Governor's Committee on Aging, Governor's Office, State of Texas, or the Department of Health, Education and Welfare of the United States, respecting Mini-Bus Projects or the expenditure of public funds. Regulations of the Office of Management and the Budget, of the United States, particularly Circulars A-87, and A-102, shall govern in all respects the execution and proper performance of the terms, rules, regulations and requirements of this Agreement.
- (24) The County Shall designate a Project Director, to wit: _____ who shall have the authority and responsibility to act as liaison between the County and Council in the proper execution and performance of the goals and objectives of the Tyler County Mini-Bus for Older Americans Grant.

(25) In the event there is an excess of funds over and above reimbursable costs for the said contract term, the County and Council may extend the terms of this contract by mutual agreement for that length of time necessary to fully expend any of those said excess funds.

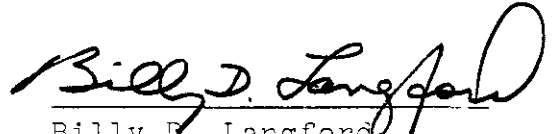
IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED this Agreement to be signed and executed by their duly authorized officer this 9th day of Sept, 1974.

TYLER COUNTY COMMISSIONERS' COURT

DEEP EAST TEXAS COUNCIL
OF GOVERNMENTS



Tom D. Mann - County Judge



Billy E. Langford
Executive Director

ATTEST:

ATTEST:





COST CATEGORIES	PROGRAM ACTIVITIES			TOTAL
	Transportation	Information & Referral	Escort	
PERSONNEL (Itemize)				\$
Bus Driver Wages				
7/1/74 @ 2.00 hr.	2,080			2,080
1/1/75 @ 2.10 hr.	2,184			2,184
Benefits: 12%	512			512
Sub-Total	4,776			\$ 4,776
TRAVEL				
BUILDING SPACE		200		200
COMMUNICATIONS AND UTILITIES				
PRINTING AND SUPPLIES	100	100		200
EQUIPMENT (Itemize)				
Mini Bus	5,500			5,500
Safety Devices	200			200
Sub-Total	5,700			5,700
OTHER (Itemize)				
Annual Gas and Oil	2,500			2,500
Maintenance and Repair	500			500
Insurance on Bus	250			250
Insurance on Volunteers	100			100
Initial medical exams and periodic check ups for drivers.	200			200
Sub-Total	3,550			3,550
TOTAL DIRECT COST	14,126	300		14,426
INDIRECT COST				
TOTAL COST				
INCOME				
NET COST				
FEDERAL SHARE 89.95%	12,706	270		\$ 12,976

EXHIBIT "A"

COST CATEGORIES	PROGRAM ACTIVITIES				TOTAL
	Transportation	Information and Referral	Escort		
PERSONNEL (Itemize)					\$
TRAVEL					
BUILDING SPACE COMMUNICATIONS AND UTILITIES					
PRINTING AND SUPPLIES					
EQUIPMENT (Itemize)					
OTHER (Itemize)					
Insurance on Bus	250				\$ 250
Insurance on Volunteer	100				\$ 100
Examination and Periodic check-ups for driver.	200				\$ 200
TOTAL					\$ 550

COST CATEGORIES	PROGRAM ACTIVITIES				TOTAL
	Transportation	Information and Referral	Escort		
PERSONNEL (Itemize)					\$
TRAVEL					
BUILDING SPACE COMMUNICATIONS AND UTILITIES		100	100		\$ 200
PRINTING AND SUPPLIES	100	100			\$ 200
EQUIPMENT (Itemize)					
OTHER (Itemize) Maintenance and Repair County Motor Pool					\$ 500
TOTAL					\$ 900

SOURCE	AMOUNT
A. CASH - GIVE A BREAKDOWN ON PAGE 3a	
Insurance on Bus	250
Insurance on Volunteers	100
Initial examination for driver and follow-up periodic check-ups.	200
B. IN-KIND RESOURCES - GIVE A BREAKDOWN ON PAGE 3b	
SUB-TOTAL	
	550
Donated Supplies	200
Donated Building Facility for Information and Referral Central	200
Maintenance and Repair on Bus by County Motor Pool	500
SUB-TOTAL	
	900
TOTAL	
	\$ 1,450

V. ESTIMATED INCOME

SOURCE	AMOUNT
NONE	
TOTAL	
	\$

BUDGET NARRATIVE
TYLER COUNTY

PERSONNEL

A total of \$ 4776 is requested for hiring bus drivers to operate the bus, 8 hours a day, 5 days a week, 52 weeks a year. Wages are computed at \$ 2.00/hour through December 31, 1974 and \$ 2.10/hour beginning January 1, 1975 in accordance with Office of Economic Opportunity Instruction 6900-01 requiring that all employees be paid at a rate not lower than the Federal minimum wage. Personnel benefits computed at 12% of total wages will be \$ 512.00.

EQUIPMENT

A total of \$5700 is requested for the purchase of a mini-bus, equipped as described in bid specifications. These bids will be taken according to policy established by Tyler County and purchased following normal county channels and procedures.

OTHER COSTS

Annual Gasoline: The cost of annual gasoline, a total of \$2500, is requested in grant funds. This estimate was obtained through the Area-Wide Agency On Aging using an average of 10 miles per hour, including stops and waiting periods, for an 8 hour day, 260 days per year. Since oil changes and tire maintenance are to be included in regular maintenance and repair service provided by the county, the only funds requested are for the purchase of gasoline (at .12 per mile).

COVER SHEET for FEDERAL GRANT APPLICATION/AWARD NOTIFICATION

ITEMS 1-31 TO BE COMPLETED BY APPLICANT OR CLEARINGHOUSE DEPENDING UPON STATE PROCEDURES

3. APPLICANT - Organizational Unit: TYLER COUNTY COMMISSIONER'S COURT
4. ADDRESS - Street or P. O. Box: 100 COURTHOUSE
5. CITY: WOODVILLE
6. COUNTY: TYLER
7. STATE: TEXAS
8. ZIP CODE: 75979
9. PROG NO. (Catalog of Fed Domestic Assistance): 13 700

10. TYPE OF ACTION: New
11. TYPE OF CHANGE: Increased Dollars
12. TYPE OF CHANGE: Increased Duration
13. TYPE OF CHANGE: Other Scope Change
14. EXISTING FED GRANT ID
15. REQUESTED FUND START: 1974 07
16. FUNDS DURATION: 12 (Months)
17. EST. PROJECT START: 1974 07
18. EST. PROJECT DURATION: 12 (Months)
19. APPLICANT TYPE: State
20. FUNDS REQUESTED: FEDERAL 12,976.00, STATE 1,450.00, LOCAL 1,450.00, OTHER 1,450.00, TOTAL 14,426.00

25. BRIEF TITLE OF APPLICANT'S PROJECT: TYLER COUNTY MINI-BUS FOR OLDER AMERICANS
26. DESCRIPTION OF APPLICANT'S PROJECT (Purpose): TO PROVIDE A MINI-BUS AS COST FREE TRANSPORTATION AS A MEANS OF ACCESS TO EXISTING HEALTH CARE, SOCIAL AND WELFARE SERVICES AND RECREATIONAL FACILITIES AS WELL AS OTHER NECESSARY SUPPORT FACILITIES IN TYLER COUNTY FOR ELDERLY AND/OR DISABLED PERSONS WITH SPECIAL EMPHASIS ON THOSE BELOW POVERTY LEVEL AND MINORITY PERSONS.

27. AREA OF PROJECT IMPACT (Indicate City, County, State, etc.): TYLER COUNTY
28. CONGRESSIONAL DISTRICT: 02
29. Environmental Assessment Required: No
30. CLEARINGHOUSE(S) TO WHICH SUBMITTED: State, Area Wide
31. a NAME OF CONTACT PERSON: JUDGE TOM D. MANN
b ADDRESS - Street or P. O. Box: 100 COURTHOUSE
c TELEPHONE NO.: 713/283-2141

ITEMS 32-38 TO BE COMPLETED BY CLEARINGHOUSE

32. CLEARINGHOUSE ID: 14A
33. a ACTION BASED ON REVIEW OF: Application
33. b ACTION TAKEN: Without Comment
34. STATE APPLICATION IDENTIFIER (SAI): TX 40515023
35. CLEARINGHOUSE IMPACT CODE: STATE WIDE No, County/Plng Area 457, City 7600
36. STATE PLAN REQUIRED: Yes
37. RECEIVING DATE AT CLEARINGHOUSE: 1974 05 13
38. FINAL CLEARINGHOUSE ACTION DATE: 1974 05 23

ITEMS 39-42 TO BE COMPLETED BY APPLICANT BEFORE SENDING FORM TO FEDERAL AGENCY

39. CERTIFICATION - The applicant certifies that to the best of his knowledge and belief the above data are true and correct and filing of this form has been duly authorized by the governing body of the applicant.
40. a NAME (Print or Type): TOM D. MANN
b TITLE: COUNTY JUDGE
c SIGNATURE OF Authorized Representative: Tom D. Mann
d TELEPHONE NUMBER: 713/283-2141
41. DATE MAILED TO FEDERAL/STATE AGENCY: 19__ __
42. NAME OF FEDERAL / STATE AGENCY TO WHICH THIS APPLICATION SUBMITTED: CCA

ITEMS 43-54 TO BE COMPLETED BY FEDERAL OFFICE EVALUATING AND RECOMMENDING ACTION ON THE APPLICATION

43. GRANT APPLICATION ID (Assigned by Federal Agency)
44. GRANTOR AGENCY
45. ORGANIZATIONAL UNIT
46. ADMINISTERING OFFICE
47. ADDRESS - Street or P. O. Box
48. CITY
49. STATE
50. ZIP CODE
51. TELEPHONE NUMBER
52. Application Rec'd.
53. a Exp. Action Date
53. b Ret. to Applicant
54. Exp. Action Revised As Of

ITEMS 55-65 TO BE COMPLETED BY THE FEDERAL OFFICE APPROVING THE GRANT APPLICATION

55. Final Action: Awarded
56. FUNDS AVAILABLE
57. ENDING DATE
58. FEDERAL GRANT ID
59. FEDERAL FUND ACCOUNT NUMBER
60. FEDERAL AMOUNT (FY funds)
61. STATE SHARE
62. LOCAL SHARE
63. OTHER
64. TOTAL (60, 61, 62, 63)
65. MULTIPLE PROGRAM-LINK

66. REMARKS

PART 1

PART 2

PART 3

PART 4

PART 5

PART 6

EXHIBIT "B"

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE
 Social and Rehabilitation Service
 Administration on Aging
 Washington, D.C. 20201

APPLICATION FOR PROJECT GRANT
 Under Title III of the Older Americans Act

(FOR STATE AGENCY USE)

I. GENERAL INFORMATION

Name of proposed project: <p style="text-align: center;">TYLER COUNTY MINI-BUS FOR OLDER AMERICANS</p>	
Name, address, and phone number of applicant organization: Tyler County Commissioner's Court 100 Courthouse Woodville, Texas 75979 Tom D. Mann, County Judge 283-2141 Commissioners: Joe I. Best, Precinct #1 283-2141 H. M. Parks, Precinct #2 969-2531 Kenneth Belt, Precinct #3 837-5202 J. R. Jordan, Precinct #4 429-3458	Address at which proposed project will be conducted (Street, City, County(s)): Tyler County Name of project director, supervisor, or coordinator: Reverend Jesse A. Adams
Type of proposed project: <input checked="" type="checkbox"/> Direct Services <input type="checkbox"/> Community Coordination	Proposed project period: Beginning <u>7/1/74</u> and ending <u>6/31/75</u>
Project year for which funds are herein requested: Beginning <u>7/1/74</u> and ending <u>6/31/75</u>	

II. COMPUTATION OF FUNDS REQUESTED

	Project year for which funds are requested	Subsequent project year
A. ESTIMATED TOTAL COST (Totals from Sec. III).....	\$ 14,426	\$
B. LESS ESTIMATED PROJECT INCOME (Totals from Sec. V).....		
C. ESTIMATED NET COST (Subtract B from A)...		
D. LESS APPLICANT'S PROPOSED CONTRIBUTION (Totals from Sec. IV).....	1,450	
E. AMOUNT REQUESTED (Subtract D from C)....	12,976	

(FOR STATE AGENCY USE)

TERMS AND CONDITIONS: It is understood and agreed by the undersigned that; 1) funds granted as a result of this request are to be expended for the purposes set forth herein and in accordance with all applicable laws, regulations, policies, and procedures of this State and the Administration on Aging of the U.S. Department of Health, Education, and Welfare; 2) any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the State agency shall be deemed incorporated into and become a part of this agreement; 3) the attached Assurance of Compliance (Form AoA-441) with the Department of Health, Education, and Welfare Regulation issued pursuant to Title VI of the Civil Rights Act of 1964 applies to this proposal as approved; and 4) funds awarded by the State Agency may be terminated at any time for violations of any terms and requirements of this agreement.

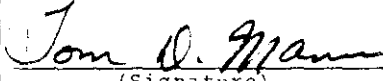
Name and title of individual authorized to commit applicant organization to this agreement	 (Signature) (Date)
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TABLE OF CONTENTS

<u>Description</u>	<u>Page</u>
APPLICATION FORM AND SUMMARY BUDGET	
Estimated Program Budget	1
Source of Estimated Cash Contribution	2
Distribution of Estimated In-Kind Contribution	3
Estimated Contribution of Grantee	4
Budget Narrative	5
Estimated Program Output	6
EXPLANATION OF PROGRAM OBJECTIVES	
Explanation of Objective #1	7
Action Steps of Objective #1	9
Explanation of Objective #2	12
Action Steps of Objective #2	13
Explanation of Objective #3	14
Action Steps of Objective #3	15
Explanation of Objective #4	17
Action Steps of Objective #4	18
Explanation of Objective #5	19
Action Steps of Objective #5	20
INVENTORY OF RESOURCES	
Resources Accessible by Bus	21
ADMINISTRATION	
Explanation of Administration	23
PROGRAM FOR DIRECT SERVICE PROJECT	
Biographical Sketch of Director	26
Service Area Map	27
Assurance of Compliance	28
Organizational Chart	30
Demographic Breakdown of County	31
Description of Activities	32
Attachment I	33
Attachment II	34
Attachment III	35
Attachment IV	36

SECTION VI. ESTIMATED PROGRAM OUTPUT (complete as applicable)

- 1. Unduplicated number of older persons to be served directly..... 2,836
- 2. Unduplicated number of low income persons to be served..... 1,291
- 3. Unduplicated number of older volunteers to serve project..... 100
- 4. Unduplicated number of older persons to be reached through mass media..... _____
- 5. Geographic location of project (check one) Rural Urban
- 6. Will project serve model city neighborhood? Yes No
- 7. Services to be provided through Senior center Day care center
 Other
- 8. Direct service activities:
- 9. Training of special personnel:

Service or activity	Number of older persons to be served	Number of OLDER persons to be trained..... _____	Number of OTHER persons to be trained..... _____
Homemaker/home health aide.	_____	Total hours of course length.. _____	
Home maintenance/companion-ship services.....	_____	Specific occupation or activity for which persons are to be trained..... _____	
Foster home placement.....	_____	10. Community planning and coordination	
Meals programs:		Area to be served by planning activity	
Total number meals served each week..... _____		_____ Neighborhood(s) only	
Number times meals to be served each week.. _____		_____ City wide	
Facilitation of health services.....	<u>2,000</u>	<input checked="" type="checkbox"/> County wide	
Information referral and counseling.....	<u>2,836</u>	_____ Area wide (multi-county)	
Employment referral:		Estimated number of older persons (60 and over) located in planning area <u>1,836</u>	
Number to be referred or trained..... _____		11. Target groups of project:	
Number to place on jobs.. _____			Number
Transportation.....	<u>7,800</u>	Negro.....	<u>261</u>
Adult education.....	_____	American Indian.....	<u>3</u>
Community senior volunteer opportunities.....	<u>120</u>	Spanish surname.....	<u>30</u>
Periodic Screening & Evaluation	<u>1,200</u>	All other	<u>2,342</u>
Escort	<u>100</u>		

EXPLANATION OF PROGRAM OBJECTIVES

Statement of Objective #1

To provide cost free transportation as a means of access to existing health care, social and welfare services and recreational facilities as well as other necessary support facilities (grocery and clothing stores, pharmacies, etc.) in Tyler County for elderly and/or disabled persons with special emphasis on those below poverty level and minority persons.

- a. Scheduled service will operate 8 hours a day, 5 days a week, 52 weeks a year on pre-arranged, posted and advertised schedules.
- b. Scheduled runs will be routed through areas and neighborhoods containing large numbers of below poverty level and minority elderly to assure that those persons with greatest economic and social needs have reasonable access to this bus transportation to secure other necessary support services.
- c. Non-scheduled tours to alleviate monotony and boredom for those home bound elderly with outings to nearby points of interest. (Azailia Trail, Lake Shore, The Alabama-Coushatta Reservation, etc.)

Rationale for Selecting Objective:

There is no public transportation in Tyler County. Many of our elderly persons are unable to secure needed health care, social services or recreational outlets on a regular basis because of this lack of public transportation. Many of these elderly persons live alone and could safely and conveniently maintain themselves in their own homes, independently and with dignity, if access to regularly scheduled dependable transportation were offered on a no-fee basis. Without a physical means of access to a service, information about or referral to a needed service is meaningless.

A survey of residents living within the geographic divisions will be made by the County Committee on Aging to ascertain the number of possible users, locate and secure cooperation of property owners to provide sheltered, restful, convenient major pick-up points for those who are capable of utilizing the bus independently. Bus routes also will indicate those elderly in need of specialized services such as escort or shopping service, striving to maintain a balance of individualized and general use, for better service to large numbers of elderly residents in identified areas containing large numbers of below poverty level and minority persons.

Expected Impact of Objective:

There are 2,836 persons over 60 in Tyler County. The presence of this visible focus of support and recognition of their unique and pressing needs would have an impact on all of them. There are 1,291 elderly county residents living below the poverty level (46% of the total population of the elderly). Minority

residents contain 3 Indians, 261 blacks, and 30 Spanish language elderly persons. 30 participant users a day, 5 days a week, 52 weeks a year would impact yearly on 7,800 elderly persons.

Routing the bus through areas and neighborhoods containing large numbers of below poverty level and minority persons would assure that these persons have access to the bus service.

Impact through volunteer participation in the project will provide 10 older adults per day, 5 days a week, 52 weeks a year with the opportunity to contribute skills and expertise in administration duties, as well as outreach, escort and shopping assistance activities, thereby remaining actively involved as contributors to the community. (2,600 per year)

Woodville is the hub of a 5 spoke wheel of major roads. The bus routes will be charted to one outlying region each day. Thereby giving each geographic area weekly coverage on a regular day each week for scheduling appointments, managing adequate grocery shopping and supply lists and weekly activities. Attempts will be made to make as many trips as possible in and around the Woodville area - maintaining posted and advertised schedules for the convenience of those participant users to coincide with hours of operation of services and businesses.

Agencies Involved:

Commissioner's Court
Deep East Texas Area Agency On Aging
Governor's Committee On Aging

Geographic Area Affected:

Tyler County

EXPLANATION OF OBJECTIVES

Statement of Objective #1

To provide cost free transportation as a means of access to existing health care, social and welfare services and recreational facilities as well as other necessary support facilities (grocery and clothing stores, pharmacies, etc.) in Tyler County for elderly and/or disabled persons with special emphasis on those below poverty level and minority persons.

- a. Scheduled service will operate 8 hours a day, 5 days a week, 52 weeks a year on pre-arranged, posted and advertised schedules.
- b. Scheduled runs will be routed through areas and neighborhoods containing large numbers of below poverty level and minority elderly to assure that those persons with greatest economic and social needs have reasonable access to this bus transportation to secure other necessary support services.
- c. Non-scheduled tours to alleviate monotony and boredom for those home bound elderly with outings to nearby points of interest. (Azailia Trail, Lake Shore, The Alabama-Coushatta Reservation, etc.)

Action Steps:

Step 1

To secure funding for an 11 passenger mini-bus from the Governor's Committee On Aging under Title III of the Older Americans Act as amended in 1973, through the Deep East Texas Area-Wide Agency On Aging in cooperation with the Tyler County Commissioner's Court.

Step 2

Submit application to the Governor's Committee On Aging through the Deep East Texas Area-Wide Agency On Aging as recommended by the Area Plan for 1974 for the bus.

May 15, 1974

Step 3

Make available to the Deep East Texas Area Agency On Aging all information and supportive data needed to secure funds from the Highways Act of 1973, Department of Transportation, for the installation of special safety devices on the vehicles to assure safe and convenient use of the bus service by elderly and/or disabled.

May 15, 1974

Step 4

Submit application to the Texas Highway Department for funds available from Section 164 of the Highways Act of 1973 for equipping new vehicles for safe and convenient use of elderly and disabled persons.

June 1, 1974

Action Steps (Continued):

Step 5

Secure agreement from Tyler County to house, license, insure and supply necessary gasoline, oil and service to maintain the vehicle in good safe condition.

May 15, 1974

Step 6

Secure agreement with American Association of Retired Persons and County Committee On Aging to provide adequate support personnel to maintain scheduled routes, administrative duties, and social services necessary to comply with objectives set forth in this application.

May 15, 1974

Step 7

Secure data on licensure regulations pertinent to operation of the vehicle. Ascertain that all drivers have, through adherence to these regulations, obtained the necessary licenses to safely and legally operate the vehicle on county roads and streets.

June 1, 1974

Step 8

Secure agreement with local physician to conduct regularly scheduled physical examinations of personnel charged with driving duties to be certain that they are physically able to operate the vehicle safely.

June 1, 1974

Step 9

Secure agreement with the Department of Public Safety to conduct orientation and regular on-going training to assure adherence to safety standards, and continued careful operation of the bus.

June 1, 1974

Step 10

Use the following resources to survey areas defined by dividing Tyler County into five geographical areas, thereby, identifying and locating areas of high density of below poverty level and minority persons.

June 1, 1974

Step 11

Use topographical and local maps and charts to obtain possible routes which will seem to be viable for bus routing.

June 1, 1974

Step 12

Use a "dry run" technique to determine actual road surface and driving conditions for comparable vehicle, mileage, viable speed limits for determining time and length of each bus route anticipated.

June 15, 1974

Step 13

Set up tentative schedule for daily and weekly routes being driven.

June 15, 1974

|

.Action Steps (Continued):

Step 14

Advertise in newspaper, radio and all other methods the proposed bus schedule, route, etc.

June 15, 1974

Step 15

Advise all service agencies and other services, church activities, doctors and dentist offices, stores, etc., for the use of their elderly clients, the above information.

June 15, 1974

Step 16

Effect cooperative agreements with local stores, churches, shops, etc., along each specified route to provide facilities necessary to:

June 15, 1974

- a. Provide sheltered waiting area. (Shade and shelter, chairs, restroom, telephone, etc., wherever possible)
- b. Prominently display scheduled and information for transportation service.
- c. Establish and identify main pick-up points within Woodville for convenient access to doctors, dentists, social services, library, courthouse, etc., also with attention to shelter and comfort for commuters.

Step 17

Establish policy and procedures for individuals requiring escort service.

June 15, 1974

Step 18

Establish roster of volunteers for duties necessary to maintain records and operate the service to achieve maximum utilization of the service according to these stated objectives.

June 15, 1974

EXPLANATION OF PROGRAM OBJECTIVES

Statement of Objective #2

To increase by 25% the use of existing services of public and private agencies as a result of the implementation of a transport service system, which will strengthen the impact of Information and Referral, outreach, escort, and other related services.

Rationale for Selecting Objective:

Information about a specific needed service and referral to a health care or welfare facility will be more meaningful and the service will be utilized on a basis of continuing care, when those elderly persons are able to utilize the bus to make and keep scheduled appointments, create opportunities on their own initiative to obtain service, needed supplies, and the opportunity to participate in events of interest to them in the community.

Each of the services will be able to count those increased numbers of elderly seeking their service through cooperative agreements regarding scheduling and assurances with agencies that those requiring special appointments to meet bus schedules will be seen according to prevailing scheduled departure times of the bus to the outlining areas.

1. Regular, continuous medical and dental care.
2. Access to pharmacies for obtaining medication.
3. Food stores for regular purchases of fresh food items.
4. Purchase of food stamps.
5. Banks, legal offices, post office, clothing stores.
6. Library and recreational activities, arts and crafts, church activities.
7. Other supportive services such as Social Security Administration, Welfare Counseling, Alcoholic or Drug Counseling, Mental Health-Mental Retardation Center, etc.

Expected Impact of Objective:

Linkage of consumers to service heretofore unobtainable on a regularly scheduled basis without a reliable accessible mode of transportation necessary to maintain themselves independently in their own communities and homes.

(30 per day X 260 days = 7,800)

Agencies Involved:

Commissioner's Court
Area Agency On Aging
Governor's Committee On Aging
American Association of Retired Persons

Geographic Area Affected:

Tyler County

EXPLANATION OF PROGRAM OBJECTIVES

Statement of Objective #2

To increase by 25% the use of existing services of public and private agencies as a result of the implementation of a transport service system, which will strengthen the impact of Information and Referral, outreach, escort, and other related services.

Action Steps:

Step 1

Cooperative agreements with existing services to provide an exchange of information on available services, requirements, hours of operation, etc.

June 15, 1974

Step 2

Attempt to encourage services to make scheduled appointments or set aside block hours for interviews, treatment, or other services which would guarantee those using the bus adequate treatment or service coinciding with scheduled departure times.

June 15, 1974

Step 3

Attempt to have bus transportation routes and schedules regularly incorporated into information and referral of all agencies engaged in such services through outreach, and other related activities.,

June 15, 1974

EXPLANATION OF PROGRAM OBJECTIVES

Statement of Objective #3

Through increased utilization of existing services and facilities many available services will be expanded, other needs identified and new programs will be developed and implemented, thereby, enlarging the scope of available services to the elderly.

- a. Expansion of community volunteer projects will provide opportunities for the participation in activities by more of those elderly persons who have special skills to contribute, but heretofore, have not been able to participate on a regular basis.
- b. Health care screening through regularly scheduled clinic evaluation methods to identify existing medical conditions for referral to physicians and surgeons.
- c. Assurance of access to regular medical treatment and medication will aid in more effectively controlling illness and disease among the aging.
- d. Access to library services, reading, programs, records and films for regularly scheduled hours of presentation.

Rationale for Selecting Objective:

Providing a relatively stable count of participant consumers per day, and utilizing the advertising potential of special events and services directed at maintaining health and general welfare standards, new services may be scheduled in all areas of social services thereby assuring adequate participation to make a scheduling of the event or clinic or service worthwhile for the service agency contemplating a special new service to the community.

Expected Impact of Objective:

40 regular participants per day and others who are not regular consumers, but who will participate for special events, whether by bus or other transportation. Anticipated participation: 100 per special event, 12 special events (clinics or service) per year 1,200 participants.

Agencies Involved:

Geographic Area Affected:

Tyler County

EXPLANATION OF PROGRAM OBJECTIVES

Statement of Objective #3

Through increased utilization of existing services and facilities many available services will be expanded, other needs identified and new programs will be developed and implemented, thereby, enlarging the scope of available services to the elderly.

- a. Expansion of community volunteer projects will provide opportunities for the participation in activities by more of those elderly persons who have special skills to contribute, but heretofore, have not been able to participate on a regular basis.
- b. Health care screening through regularly scheduled clinic evaluation methods to identifying existing medical conditions for referral to physicians and surgeons.
- c. Assurance of access to regular medical treatment and medication will aid in more effectively controlling illness and disease among the aging.
- d. Access to library services, reading, programs, records and films for regularly scheduled hours of presentation.

Action Steps:

Step 1

Designate the Tyler County Public Library as a pick up point as per request by the Librarian (to expand use of library).

May 15, 1974

- a. Librarian has designed special reading programs as well as film and record programs to coincide with scheduled bus departures for those persons who desire to participate in the library programs while waiting for busses. Also, available will be rest room facilities and a quiet comfortable sheltered waiting place. Will begin with bus service.

June 1, 1974

Step 2

The County Committee on Aging will expand the Arts and Crafts-home-crafts Projects to provide materials and instruction for more active participation of those elderly persons with special skills in crafts and to promote community wide interest in Home Crafts fairs and displays.

July 1, 1974

Step 3

American Association of Retired Persons will survey its members to find those especially gifted or trained persons for coordinating social and welfare services into expanding programs through AARP.

- a. Health care screening clinics in cooperation with health officers. (Hypertension, TB, immunization, eye and hearing checks for cataract examination)

July 1, 1974

Action Steps (Continued)

- b. Employment referral center to begin accepting offers of employment and matching jobs with applicants when transportation is reliable for access to employment, thereby, enabling some of the elderly to augment megar incomes by providing limited job opportunities.

Sept. 1, 1974

Step 4

Encourage other private and public services to expand services or facilities to meet identified and newly emerging needs of the elderly persons.

On-Going

EXPLANATION OF PROGRAM OBJECTIVES

Statement of Objective #4

Establish procedures for evaluation and monitoring of the bus transport system and service to assist the agency in:

1. Operation of the bus according to the needs of the majority of elderly consumers.
2. Develop criteria for evaluation and procedures for accomplishing the annual evaluation required of all projects funded by the Governor's Committee On Aging.

Rationale for Selecting Objective:

This objective is necessary to safe guard the consumers to assure that most benefits from the service accrue to those elderly with the most economic and social needs, the below poverty level, minority persons, and/or disabled persons without a reliable mode of regularly scheduled, dependable transportation.

Expected Impact of Objective:

Impact will be on elderly consumers using the bus, (30 per day, 7,800 per year anticipated in objective no. 1) and those for whom special services are instituted in objective #3, (anticipated participation 1,200 per year based on one special event or clinic per month X 100 participants).

Agencies Involved:

Governor's Committee On Aging
Area Agency On Aging
American Association of Retired Persons
County Committee On Aging
Commissioner's Court

Geographic Area Affected:

Tyler County

EXPLANATION OF PROGRAM OBJECTIVES

Statement of Objective #4

Establish procedures for evaluation and monitoring of the bus transport system and service to assist the agency in:

1. Operation of the bus according to the needs of the majority of elderly consumers.
2. Develop criteria for evaluation and procedures for accomplishing the annual evaluation required of all projects funded by the Governor's Committee on Aging.

Actions Steps:

Step 1

Devise an administrative framework for administering the program, providing necessary support services; all necessary forms and documents to establish systemized data gathering processes for evaluation and assessment.

May 15, 1974

Step 2

Maintain the system of administration, delegate authority for documentation of forms setting forth participant consumers use, volunteer participants contributions, gathering and compiling such data for determining most appropriate use of service, changes in service, re-scheduling, etc., which is responsive to the needs of the consumer participants.

On Going

Step 3

Provide for periodic evaluation of the project, it's mission and purpose, setting of priorities, etc., with appropriate consumer input gathered from participants.

On Going

Step 4

Maintain accurate records, properly documented, for evaluative reports required on all phases of the program, (use, schedules, social services accomplished, mileage, etc.) by the Governor's Committee On Aging.

Sept. 1, 1974
On-Going

- a. Provide sign-in sheets for participant consumers riding each bus run, daily attendance and use.
- b. Provide volunteer sign-up sheets for volunteer daily contribution, hours and coding for special support services performed for participant consumers not actually riding the busses as well as those who require special assistance.
- c. Provide for collection and transfer of the above information to permanent sheets for analysis and study, documentation and assessment purposes.

Sept. 1, 1974

Sept. 1, 1974

Sept. 1, 1974

EXPLANATION OF PROGRAM OBJECTIVES

Statement of Objective #5

Establish cooperative agreements with all concerned public and private agencies to establish mechanisms for intra-agency cooperation.

Rationale for Selecting Objective:

In order to maximize utilization of all social services, health care facilities, recreational and social services, cooperative effort is necessary within each of those services to become well informed on all available services, requirements, hours of operation, names, addresses and telephone numbers of all services, and as a part of all active information and referral services, outreach and related activities a definite commitment to promote more active utilization of all services now linked through access to a reliable, dependable scheduled mode of transportation.

Expected Impact of Objective:

The more comprehensive and coordinated system of Information and Referral through cooperative effort with all concerned agencies will impact indirectly on all those residents of Tyler County seeking such information.

Linkage to the Deep East Texas Area Agency On Aging system of Information and Referral will impact on Area Plan objectives for providing a comprehensive Information and Referral system.

Impact on objective #2 - increase usage of existing services 25%.

Agencies Involved:

Governor's Committee On Aging
Area Agency On Aging
American Association of Retired Persons
County Committee On Aging
Commissioner's Court

Geographic Area Affected:

Tyler County

EXPLANATION OF PROGRAM OBJECTIVES

Statement of Objective #5

Establish cooperative agreement with all concerned public and private agencies to establish mechanisms for intra-agency cooperation.

Action Steps:

- Step 1
Cooperative intra-agency information exchange. July 1, 1974

- Step 2
Post a current list of available services, containing names, addresses, and phone numbers in a prominent place on the bus. July 1, 1974

- Step 3
Place placards and posters (attractively designed) to advertise and promote events and services of interest to the community at large, and especially of interest to those elderly residents of the community. July 1, 1974

- Step 4
Post in conspicuous places such as businesses, public offices, etc., especially those areas designated as pick-up point locations, vital information concerning bus schedules, routes, daily and weekly schedules of special events, routing information and services, and other pertinent information regarding the bus service for the elderly. July 1, 1974

- Step 5
Maintain telephone service to answer inquiries regarding the bus service. July 1, 1974

- Step 6
Coordinate activities with Deep East Texas Area Agency On Aging to maintain overall area plan objectives of the DETAAA. July 1, 1974

- Step 7
Be responsive to the needs of the Deep East Texas Area Agency On Aging in collecting data for evaluation, assessments and priority planning activities to attain overall area-wide plan objective. On-Going

- Step 8
Be available to offer technical assistance and share problems and solutions with other counties within the DETAAA planning and service area who are interested in similar projects. As Needed

INVENTORY OF RESOURCES IN THE PLANNING AND SERVICE AREA
Resources Accessible by Bus

1. County and/or Major Jurisdiction in Planning and Service Area	2. List Agencies Having Resources to Serve Persons 60 and Over	3. Office	4. Hours	5. Name of Service or Resources	6. Eligibility requirements (if any)	7. Number of Persons Served or to be Served
Social Security Admin.	Woodville, County Court-house - 1st Floor Mondays, 1:00 p.m.	✓	✓	Information and Referral Financial Assistance Cooperative Agreement with DETAAA to assure compatibility of bus schedule and access to Social Security worker.	Agency certification	2,093
Lufkin State School	Woodville Regional Program c/o Ms. Cynthia Spangler Woodville United Methodist Church Youth Center			Vocational rehabilitation for mentally retarded.	Residents in need of vocational rehabilitation.	7
Department of Public Welfare	Commodity Supervisor Highway 69 S Drawer 409 Woodville			Income and Social Services Information and Referral Cooperative Agreement with DETAAA to assure referrals by outreach workers to use of buses.	Agency certification	Nursing Home cases: 102 Home care cases: 44

(Attach continuation sheets as necessary)

PLANNING AND SERVICE AREA TYLER COUNTY

INVENTORY OF RESOURCES IN THE PLANNING AND SERVICE AREA

1. County and/or Major Jurisdiction in Planning and Service Area	2. List Agencies Having Resources To Serve Persons 60 and Over	Public ✓	Private ✓	3. Type of Services or Resources	4. Eligibility Requirements (if any)	5. Number of Persons Aged 60 or Over Presently Being Served
	<p>Woodville Housing Authority 803 S. Pecan Woodville</p> <p>Salvation Army Wyatt C. Bell 690 Apple Blossom Woodville</p> <p>1st Baptist Church 205 W. Wheat Woodville</p> <p>Tyler County Ministerial Alliance</p> <p>Tyler County AARP</p> <p>Tyler County Extension Service Ms. Maurine Mooney County Courthouse Woodville</p> <p>Tyler County CCA Ms. Maurine Mooney</p> <p>Tyler County Public Library</p>			<p>Low rent housing.</p> <p>Limited financial assistance in emergencies.</p> <p>Supply of good used clothes for needy.</p> <p>Emergency assistance to needy.</p>	<p>Low income</p> <p>For needy.</p>	<p>49</p> <p>N/A</p>

(Attach continuation sheets as necessary)

ADMINISTRATION

1. The Applicant Agency:

The Grantee, the Tyler County Commissioner's Court is the legal governing body of Tyler County, and has had experience in conducting county affairs, both as to financing and service.

Their past achievements include the creation of the Tyler County Planning Committee, which is instrumental in inaugurating a solid waste disposal and pollution control program, as well as, several Criminal Justice Division programs, such as Juvenile Probation and Adult probation, and others.

The Commissioner's Court was quick to recognize the unique needs of the older adults of Tyler County and through the use of Revenue Sharing Funds caused to be constructed a building designated for use by Tyler County's Senior Citizens.

The funds for the Tyler County Mini-Transit for the Elderly will extend access to this building to many more elderly on a basis of regular participation in planned activities.

2. Project Director:

The Project Director will be immediately responsible to the Commissioner's Court for overall administration of the project. His time will be devoted 100% to the administration of the project.

Minimum qualifications should include a Bachelor's Degree or appropriate administrative experience in some Social Service or related field. He also must possess an ability to work with older adults.

See attached biographical sketch.

3. Project Personnel:

The Project Director and all staff members will serve on a volunteer basis, recruited and trained by members of the American Association of Retired Persons and the County Committee On Aging, sponsored by the County Extension Service. The project involves no directly funded positions under this application request.

All phases of recruiting and training, will be conducted by older adults.

Bus driver, administrative personnel, information and referral center personnel, escort and service personnel, will be persons recruited through advertisement in the local news media, American Association of Retired Persons and County Committee On Aging recruitment of interested volunteers. Both of these organizations have expressed the desire to operate, cooperatively this project, as a community service, contributing their time and expertise. Both have given enthusiastic support to both the County Commissioner's Court and the Deep East Texas Council of Governments Area Agency On Aging in planning, coordinating, and encouraging community-wide cooperation in the project.

4. Relationship to Other Programs:

- (1) County Committee On Aging
- (2) American Association of Retired Persons
- (3) Deep East Texas Area Agency On Aging for A95 Review
- (4) Aging Advisory Council of the Deep East Texas Area Agency On Aging, which contains representatives from the elderly in a twelve (12) county region.
- (5) This program is being closely coordinated with the Department of Public Welfare, Social Security Administration, Tyler County Housing Authority, Mental Health and Mental-Retardation Center, etc. Copies of this application have been submitted to these agencies and representatives.
- (6) Tyler County Planning Committee.

The action steps set out the areas and design of cooperative agreements now being developed between the various agencies, public and private, providing services, and the Tyler County Mini-Transport for the Elderly.

5. Public Information:

The local news media will be covered through news, human interest, and feature articles - campaign will include - dedication of the bus to kick off the service, routes and facilities and cameo features on service - etc.

American Association of Retired Persons and County Committee On Aging members will ask other clubs, service groups, and church organizations to encourage those needing the bus service to use it.

The County Committee On Aging will work with the County Extension Agent and the County Department of Public Welfare for locating areas and neighborhoods containing large numbers of low income and minority elderly for assuring these persons easy access to the service.

Cooperative agreements to assure that linkage to the bus service is included in all outreach and informational activity of every specific service - to encourage participants and clients to make frequent use of the bus for activities and necessary services.

6. Advisory Committee:

An Advisory Committee, selected from the Association of Retired Persons, the County Committee On Aging, and representatives from the community at large will be formed to provide the necessary administrative structure for the Director. In serving in an advisory capacity to the Commissioner's Court the committee will be responsible to the needs of the elderly in Tyler County and to the response of the project in meeting those needs.

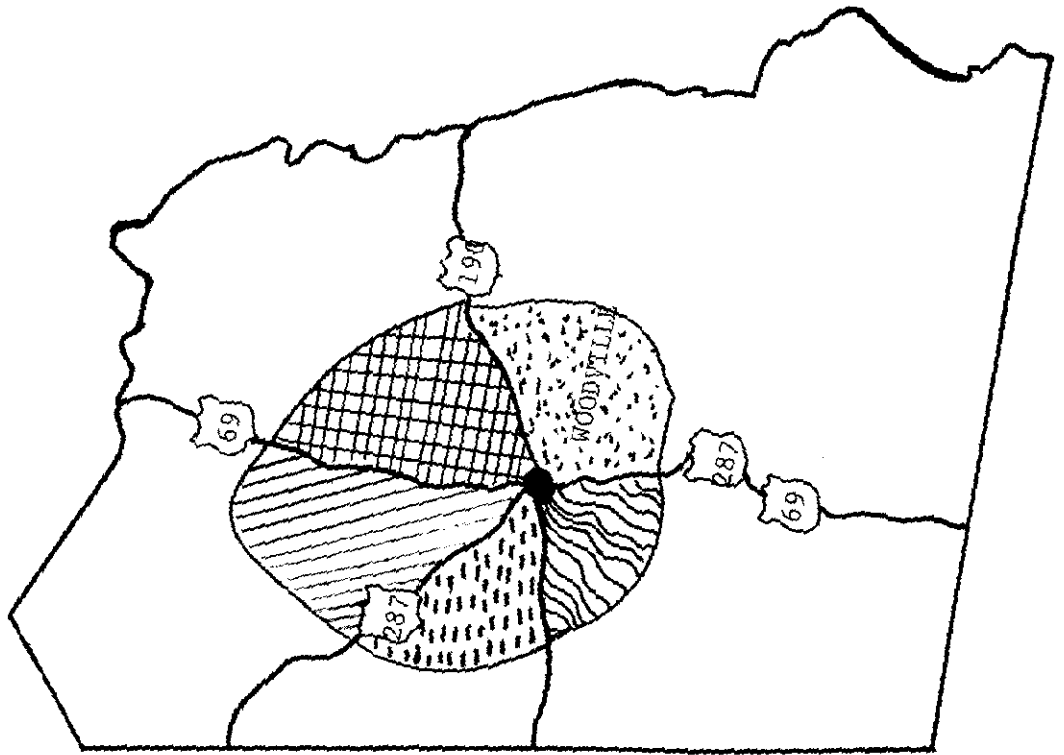
Both the American Association of Retired Persons and the County Committee On Aging are made up of older adults and are concerned with the problems of the elderly in Tyler County.

7. Project Evaluation:

Project evaluation will be on-going and continuous, through monthly reports to the County Commissioner's Court and the Deep East Texas Area Agency on Aging, according to Objective 4, and will include number of participant consumers, daily, number of volunteers contributing to administration, escort, and other supportive services necessary to achieve stated objectives, and as projected in the anticipated date of completion of each action step.

Part I BIOGRAPHICAL SKETCHES (Give the following information for EACH key staff member, beginning with the Project Director. Use continuation pages and follow the same format for each person.)		
NAME (X)Mr. ()Mrs. ()Miss Jesse A. Adams	TITLE Chairman of Tyler County Aging Committee	BIRTHDATE (Mo., Day., Year) February 18, 1902
PLACE OF BIRTH (City, State, County) Cason, Texas	CITIZENSHIP (if non-U.S. citizen, indicate visa status) U. S. Citizen	
EDUCATIONAL BACKGROUND		
INSTITUTION AND LOCATION	DEGREE	YEAR CONFERRED
Daniel Baker College - Brownwood, Texas S.M.U. - Dallas, Texas and Scarrett Institute for Ministerial Training - Nashville, Tenn. (1948-)	B. S. in Education	1940
HONORS Selected to represent Tyler County at the Governor's Conference on Aging which met in Austin.		
MAJOR PROFESSIONAL INTEREST 14 years - teaching in schools of Texas 30 years - Minister of the Gospel 10 years - Boy Scout Council and Camp		
RELATIONSHIP TO PROPOSED PROJECT Project Director		
PROFESSIONAL EXPERIENCE (Start with present position, list all experience relevant to project.) Principal, Teacher, Superintendent and Coach of both boys and girls in High Schools in Texas - for 14 years. Minister and Pastor of Methodist Churches of the Texas Conference from 1944 until retirement in June 1970. Since retirement has served in Chester - Mt. Hope United Methodist Church as Pastor. Also served on Governor's Committee On Aging for Tyler County and Tyler County Planning Committee. Two (2) years as President of Woodville Area Chapter #792 of American Association of Retired Persons and presently as their Chairman of Committee On Aging. Information will be supplied later. (List additional key staff members on page 4b, 4c, 4d)		

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday



ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE REGULATION UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Tyler County Commissioner's Court (herein-
(Name of Subgrantee or Secondary Recipient)
after called the "Subgrantee") HEREBY AGREES THAT it will comply
with Title VI of the Civil Rights Act 1964 (P.L. 88-352) and all
requirements imposed by or pursuant to the Regulation of the De-
partment of Health, Education, and Welfare (45 CFR Part 80)
issued pursuant to that title, to the end that, in accordance
with Title VI of that Act and the Regulation, no person in the
United States shall, on the ground of race, color, or national
origin, be excluded from participation in, be denied the bene-
fits of, or be otherwise subjected to discrimination under any
program or activity for which the Subgrantee receives Federal
financial assistance from Governor's Committee On
Aging, a recipient of Federal
(Name of Grantor)
financial assistance from the Department (hereinafter called
"Grantor"); and HEREBY GIVES ASSURANCE THAT it will immediately
take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or im-
proved with the aid of Federal financial assistance extended to
the Subgrantee by the Grantor, this assurance shall obligate the
Subgrantee, or in the case of any transfer of such property, any
transferee, for the period during which the real property or
structure is used for a purpose for which the Federal financial
assistance is extended or for another purpose involving the pro-
vision of similar services or benefits. If any personal property
is so provided, this assurance shall obligate the Subgrantee for
the period during which it retains ownership or possession of the
property. In all other cases, this assurance shall obligate the
Subgrantee for the period during which the Federal financial
assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose
of obtaining any and all Federal grants, loans, contracts, pro-
perty, discounts or other Federal financial assistance extended
after the date hereof to the Subgrantee by the Grantor, including
installment payments after such date on account of applications
for Federal financial assistance which were approved before such
date. The Subgrantee recognizes and agrees that such Federal

AoA Form 441 (To be completed by applicant for any grant from the State
Agency designated to implement the Older Americans Act. Where
provision of facilities is involved, HEW Form 441 is to be exe-
cuted.)

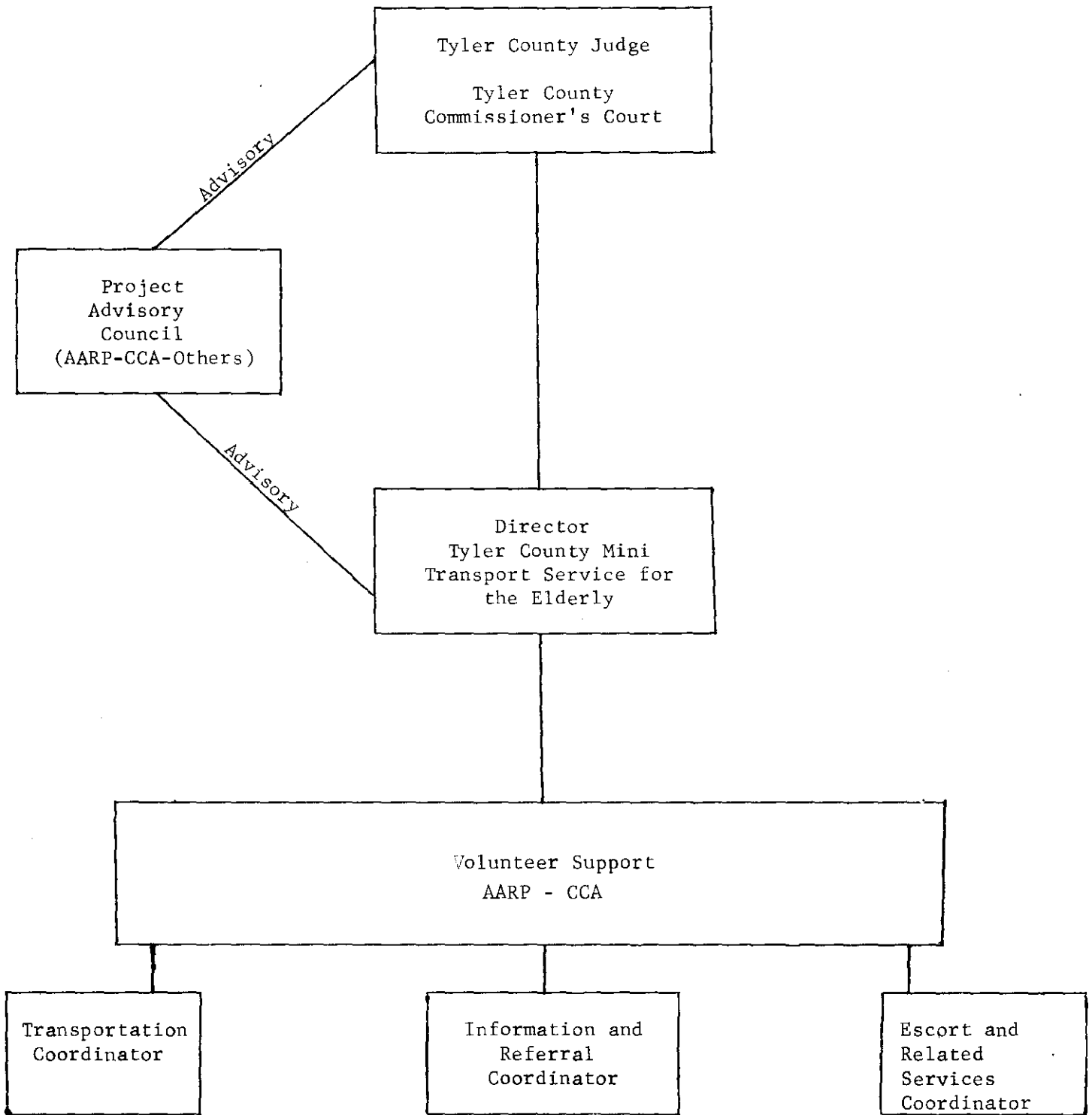
financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Subgrantee.

Dated _____ Tyler County Commissioner's Court
(Subgrantee)

By Thomas D. Mann
Thomas D. Mann
Tyler County Judge

(Recipient's mailing address) Title _____

TYLER COUNTY MINI TRANSPORT SERVICE
FOR THE ELDERLY



TYLER COUNTY

Total Population	Age 60+	Racial-Ethnic Composition 60+					Below Poverty Level 60+
		American Indian	Negro	Spanish Language	Oriental	Other	
12,417	2,836	3	261	30		2,542	1,291 *

* 46% of total 60+ population

DESCRIPTION OF ACTIVITIES

- A. The County Committee On Aging and American Association of Retired Persons have been responsive to the needs of the elderly in obtaining community input from members of both groups, whose membership is entirely made-up of elderly or retired persons, as well as other agencies and individuals interested in the problems of the elderly.

The cooperative agreement established in objective 5 will provide for inter-agency exchange of information including needs, and problems of the aging, problems arising and accruing to the project, will provide for input from these sources concerning the needs and interests of the elderly.

The Deep East Texas Area Agency On Aging will be offering data from surveys, reports, and evaluation instruments, conducted periodically by the Area Agency On Aging to evaluate and reassess priorities for planning.

- B. No restrictive requirements will be proposed. The project is aimed at serving those elderly and/or disabled persons age 60 and over. However, priority will be given to those needing the service and having no other means to obtain support services.

INFORMATION AND REFERRAL DAILY EVALUATION

DATE: Day-Month-Date-Year													
Number of Volunteers													
Number of Personal Inquiries													
Number of Telephone Inquiries													
Number of Total Inquiries													
Number And Type of Referral:													
<u>Doctor</u>													
<u>Department of Public Welfare</u>													
<u>Social Security</u>													
<u>Bank</u>													
<u>Hospital</u>													
Other (Specify)													
TOTAL REFERRALS													

MINI-BUS FOR OLDER AMERICANS

Impact Area: _____

Period Covered: _____ Month _____ Date _____ to _____

Mileage Covered: _____

FUNCTIONS QUANTIFIABLE OBJECTIVES	LAST PERIOD			THIS PERIOD			TO DATE		
	PLANNED	ACTUAL	DIFFERENCE	PLANNED	ACTUAL	DIFFERENCE	PLANNED	ACTUAL	DIFFERENCE
Transportation									
Number of Commuters age 60+									
Number of visitations to:									
Doctor's Office									
Social Security Office									
Department of Public Welfare									
Banks									
Pharmacy									
Basic Shopping									
Hospitals									
Library									
Others List:									
Number of Volunteers									
Number of Volunteer Hours									
Information and Referral									
Number of Telephone Inquiries									
Number of Personal Inquiries									
Number of Volunteers									
Number of Referrals									
Budget									
Project Personnel									
Volunteer Assistance									
Travel									
Communications and Utilities									
Printing and Supplies									
Equipment:									
Mini-bus									
Guardrails									
Safety Stairs									
Others (Itemize)									
Gas and Oil									
Maintenance and Repairs									
Insurance on Volunteers									
Insurance on Mini-bus									
Total									

Tyler County Courthouse
Woodville, Texas 75979
April 5, 1974

Mrs. Ann Auchincloss, Director
Area-Wide Agency on Aging
Deep East Texas Council of Governments
272 East Lamar Street
Jasper, Texas 75951

Dear Mrs. Auchincloss:

The City of Woodville would like to express its intent to seek funds under Title III of the Older Americans Act to provide new services for Older Americans in Tyler County. These programs usually are on a 90:10 matching formula and we do have funds available for the 10% matching that would be required by Tyler County.

We are particularly interested in the possibility of a transportation grant which, hopefully, we could coordinate with our other programs.

I will look forward to meeting with you to discuss these programs in greater detail.

Yours truly,



Tom D. Mann
Tyler County Judge



DEEP EAST TEXAS
COUNCIL OF GOVERNMENTS
ECONOMIC DEVELOPMENT DISTRICT

272 East Lamar Street • Jasper • Texas • 75951

Phone • Area Code 713 • 384-5704

May 24, 1974

Honorable Tom D. Mann
Tyler County Judge
Tyler County Courthouse
Woodville, Texas 75979

Dear Judge Mann:

Enclosed is a copy of the Grant Application which is being sent to the Governor's Committee On Aging for funding.

Please read it over — mark your exceptions, if any, then call me for a meeting to discuss any questions you or your committee have regarding the Project objectives, budget, monitoring and evaluation forms attached, which are "suggested" forms only, however comply with requirements of the Area Agency On Aging in quality control and monitoring.

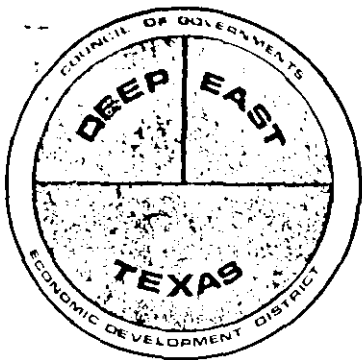
Thank you for your cooperation and enthusiastic support of the project.

Very truly yours,

Ann Auchincloss, Director
Area Agency On Aging

AA/emb

Enclosure



DEEP EAST TEXAS
COUNCIL OF GOVERNMENTS
ECONOMIC DEVELOPMENT DISTRICT

272 East Lamar Street • Jasper • Texas • 75951

Phone • Area Code 713 • 384-5704

May 24, 1974

Honorable Tom D. Mann
Tyler County Judge
Tyler County Courthouse
Woodville, Texas 75979

Dear Judge Mann:

At its regular meeting on Thursday, May 23, 1974, the Executive Committee of the Deep East Texas Council of Governments approved the report of the Applications Review Committee Meeting, held the same day. Tyler County's application to the Governor's Committee on Aging for grant assistance in obtaining a mini-bus to provide cost-free transportation to elderly residents was among the projects included in the Applications Review Committee Report.

The Applications Review Committee Report was favorable toward this project and recommended its approval as consistent with Regional Area-wide Aging Planning goals and objectives. The project was then approved by the Executive Committee as consistent with Regional Areawide Aging Planning goals and objectives. A copy of the Project Review and Comment Evaluation Sheet is enclosed for your records.

If we can be of further assistance, do not hesitate to call on us.

Sincerely,

McNeal Adams

McNeal Adams, P.E.
Regional Developer

jah

Enclosure

cc: Mr. Richard Poss, Governor's Committee on Aging, Austin
Ms. Ann Auchincloss, DETCOG

Counties Served: Angelina • Hardin • Houston • Jasper • Nacogdoches • Newton • Polk • Sabine • San Augustine •
San Jacinto • Shelby • Trinity • Tyler

REVIEW AND COMMENT EVALUATION SHEET

1. Applicant Name and Address:

Tyler County Commissioner's Court
100 Courthouse
Woodville, Texas 75979

2. Project Description:

To provide a mini bus, as a cost free transportation facility, as a means of access to existing health care, social and welfare services and recreational facilities, as well as, other necessary support facilities in Tyler County for elderly/or disabled persons with special emphasis on those below poverty level and minority persons.

AGENCY APPLIED: Governor's Committee On Aging

PROJECT COST: Federal \$ 12,878 State _____ Local \$ 1,431

3. Impact Area:

Tyler County

4. City, County, State and Other Officials contacted as a result of potential project impact:

Tom D. Mann, County Judge
Tyler County Commissioner's Court
Joe I. Best, Precinct #1
H. M. Parks, Precinct #2
Kenneth Belt, Precinct #3
J. R. Jordan, Precinct #4

5. Review Criteria:

- (a) To what extent will the project contribute to the fulfillment of comprehensive planning for the region or locality:
- a. Conforms to the purpose of the Area Aging Plan as stated in Section B, Standard Provisions and Assurances. Nos. 1, 2, 3, 16, 18, 19, 21, 22, 25, 26, 27.
 - b. Addresses Mission Statement of Area Agency On Aging of the Area Plan for the delivery of services. (Section C, Exhibit C-3)
 - c. Addresses Area Plan Program Objectives. Nos. 3, 4, 5, 6, 7, 8, 12. (Section E, Exhibit E-1, E-2, and E-3)
 - d. Conforms to Statement of Assigned Priorities contained in Area Aging Plan. (Section E, Exhibit E-4)

This project has been reviewed and received favorable comments by the Aging Advisory Council to the Area Agency On Aging in the meeting of May 14, 1974.

See attached Statement of Objectives, rationale and expected impact of project. (Attachment I)

- (b) To what extent will the project contribute to the achievement of state, regional or local objectives in the following function areas:

- 1) Appropriate land uses for housing; governmental, commercial or institutional land uses, or others:

N/A

- 2) Conservation and development of natural resources, including the region's citizenry, water, land, minerals, wildlife and others:

The project will conserve and develop the resources of the older adults of Tyler County by providing dependable, scheduled bus service to existing supportive services, thereby, enabling these citizens to live in their own home environment independently and with dignity.

Access to recreational and social outlets will permit these older adults to participate actively in the mainstream of life and contribute to the enrichment of community life.

3) Balanced air, water, highway and other transportation systems:

N/A

4) Adequate open-space and outdoor recreation:

Cost free transportation will make available an access to nearby outdoor recreational facilities and sites of scenic beauty of the region (Azailia Trail Tours, Big Thicket Tours, Alabama-Coushatta Reservation, lake shores, etc.). Those homebound elderly persons will be able to enjoy outdoor recreational activities with transportation being provided.

5) Preservation of areas of historical interest or unique natural beauty:

N/A

6) Properly planned community facilities for water, waste disposal, power communications and others:

N/A

7) Concern for high standards of design:

N/A

(c) To what extent will the project contribute to more balanced patterns of settlement and delivery of services to all sections of the impact area population, including minority group members:

- a. Conforms to the purpose of the Area Agency On Aging contained in Section B of Area Aging Plan, Standard Provisions and Assurances. Nos. 1, 2, 16, 19, 25.
- b. Addresses objectives of Area Plan. Nos. 3, 4, 8, 10. (Section E, Exhibits E-1, E-2, and E-3)
- c. Addresses Statement of Priorities. Nos. 1, 2, and 4. (Section E, Exhibit E-4)

The bus will be routed through areas containing large numbers of below poverty level and minority older persons, thereby, assuring that those elderly with greatest economic and social need have access to the service.

(d) To what extent will the project affect the environment:

N/A

6. Unfavorable comments regarding application:

NONE

APPLICANT CONTACTED: Yes _____ No _____ Date: _____

7. Applicant's Comments:

ISSUES RESOLVED: Yes _____ No _____

8. Applications Review Committee's comments on project:

The Applications Review Committee's comments were favorable toward Tyler County's application for assistance in obtaining a mini-bus for the elderly residents and recommended its approval as consistent with Regional Areawide Aging Planning goals and objectives.

9. Recommended action on application:

Approval without Comment

_____ Approval with Comment

_____ No Action Taken

_____ Other (Explain):

10. CERTIFICATION: The application described herein was reviewed by the Deep East Texas Council of Governments at its regular monthly meeting of May 23, 1974, at which meeting the above described action was taken on the project.

SIGNED:


B. Sallas, President


J. A. Best, ARC Chairman


- Staff Reviewer

EXPLANATION OF PROGRAM OBJECTIVES

Statement of Objective #1

To provide cost free transportation as a means of access to existing health care, social and welfare services and recreational facilities as well as other necessary support facilities (grocery and clothing stores, pharmacies, etc.) in Tyler County for elderly and/or disabled persons with special emphasis on those below poverty level and minority persons.

- a. Scheduled service will operate 8 hours a day, 5 days a week, 52 weeks a year on pre-arranged, posted and advertised schedules.
- b. Scheduled runs will be routed through areas and neighborhoods containing large numbers of below poverty level and minority elderly to assure that those persons with greatest economic and social needs have reasonable access to this bus transportation to secure other necessary support services.
- c. Non-scheduled tours to alleviate monotony and boredom for those home bound elderly with outings to nearby points of interest. (Azailia Trail, Lake Shore, The Alabama-Coushatta Reservation, etc.)

Rationale for Selecting Objective:

There is no public transportation in Tyler County. Many of our elderly persons are unable to secure needed health care, social services or recreational outlets on a regular basis because of this lack of public transportation. Many of these elderly persons live alone and could safely and conveniently maintain themselves in their own homes, independently and with dignity, if access to regularly scheduled dependable transportation were offered on a no-fee basis. Without a physical means of access to a service, information about or referral to a needed service is meaningless.

A survey of residents living within the geographic divisions will be made by the County Committee on Aging to ascertain the number of possible users, locate and secure cooperation of property owners to provide sheltered, restful, convenient major pick-up points for those who are capable of utilizing the bus independently. Bus routes also will indicate those elderly in need of specialized services such as escort or shopping service, striving to maintain a balance of individualized and general use, for better service to large numbers of elderly residents in identified areas containing large numbers of below poverty level and minority persons.

Expected Impact of Objective:

There are 2,836 persons over 60 in Tyler County. The presence of this visible focus of support and recognition of their unique and pressing needs would have an impact on all of them. There are 1,291 elderly county residents living below the poverty level (46% of the total population of the elderly). Minority

residents contain 3 Indians, 261 blacks, and 30 Spanish language elderly persons. 30 participant users a day, 5 days a week, 52 weeks a year would impact yearly on 7,800 elderly persons.

Routing the bus through areas and neighborhoods containing large numbers of below poverty level and minority persons would assure that these persons have access to the bus service.

Impact through volunteer participation in the project will provide 10 older adults per day, 5 days a week, 52 weeks a year with the opportunity to contribute skills and expertise in administration duties, as well as outreach, escort and shopping assistance activities, thereby remaining actively involved as contributors to the community. (2,600 per year)

Woodville is the hub of a 5 spoke wheel of major roads. The bus routes will be charted to one outlying region each day. Thereby giving each geographic area weekly coverage on a regular day each week for scheduling appointments, managing adequate grocery shopping and supply lists and weekly activities. Attempts will be made to make as many trips as possible in and around the Woodville area - maintaining posted and advertised schedules for the convenience of those participant users to coincide with hours of operation of services and businesses.

RESOLUTION

IN SUPPORT OF TYLER COUNTY
TRANSPORTATION PROGRAM
FOR THE SENIOR CITIZENS OF TYLER COUNTY

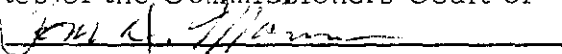
WHEREAS, the Tyler County Commissioners Court, on May 13, 1974, adopted a resolution in open court in support of the American Association of Retired Persons (AARP) and,

WHEREAS, the Commissioner's Court is cognizant of Senior Citizens in Tyler County and of the necessity of their involvement in the processes of our living environment, and,


WHEREAS, funds are being made available under Title III of the Older Americans Act for the provision of transportation services for older Americans;

THEREFORE BE IT RESOLVED that the Tyler County Commissioners Court, on the date given below, gives its approval and pledges its support to the senior citizens of Tyler County and authorizes Tyler County to submit and seek approval of a transportation grant which will enable Tyler County to provide transportation for all senior citizens of Tyler County, Texas.

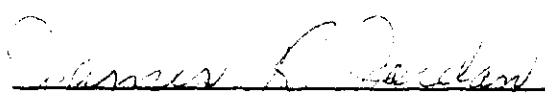
Done in open Court this the 13 day of May, 1974, and recorded in the official minutes of the Commissioners Court of Tyler County, Texas.


Tom D. Mann, County Judge



Joe I. Best, Commissioner I


H. M. Parks, Commissioner II


Kenneth Belt, Commissioner III


James R. Jordan, Commissioner IV

ATTEST:


Allen Sturrock, County Clerk

RECAPITULATION

from
March 31, thru June 30, 1974

	CASH	INDEBTEDNESS
Jury	1 299 44	
General Fund	3 077 77	
Solid Waste	5 535 33	107 964 31
Perm. Imp. Fund (c & j)	438 95	50 000 00
Re-Value Warrants I & S	0	10 000 00
Library	247 44	
Health	34 70	
Spec. R & B #1	6 389 15	
Spec. R & B #2	1 938 02	
Spec. R & B #3	4 419 65	
Spec. R & B #4	4 005 32	
Spec. R & B #5	1 735 25	
Spec. R & B #6	7 415 27	
General R & B #2	45 145 66	
Lateral Road #1	1 220 56	
Lateral Road #2	4 503 07	
Lateral Road #3	3 864 87	
Lateral Road #4	7 590 72	
Co. Spec. #1	5 911 63	
Co. Spec. #2	13 341 73	
Co. Spec. #3	16 538 72	
Co. Spec. #4	20 291 11	
Gen. I & S	27 752 62	111 000 00
ROW #1	492 03	
ROW #2	3 72	
ROW #3	-0-	
ROW #4	711 65	
Airport I & S	97 39	
Airport Maint.	435 60	
Officers Salary	1 037 67	
State Cost	1 875 00	
Hospital	764 11	
School Depository	235 49	
	<hr/>	
	188 409 74	328 303 31

Balance per bank statement	201 371 83
Outstanding Checks	<u>12 962 09</u>
	188 409 74

R & B #1	6 471 01
R & B #2	13 807 78
R & B #3	9 200 07
R & B #4	15 666 80

Indebtedness	
R & B #1	-0-
R & B #2 Motor Grader	5 000 00
R & B #2 Front End Loader	15 000 00
R & B #3 Motor Grader	22 450 00
R & B #3 Back Hoe	6 389 00

96
500
192.00

CERTIFICATE OF DEPOSITS

Jury Fund	10 000 00
General Fund	120 000 00
Solid Waste	15 000 00
R & B #4	5 000 00
Special R & B #1	10 000 00
Co. Spec. #2	5 000 00
Co. Spec. #3	10 000 00
Co. Spec. #4	10 000 00
Gen ROW I & S	14 000 00
ROW #4	5 000 00
Airport Maintance	<u>2 500 00</u>
	206 500 00

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, Fed. Revenue Sharing FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Date Allowed
300-a	A&M Motor Co.	Repairs, Pct. 2	78.43	
297-a	Chester Water Supply	water, Pct. 2	6.00	
293-a	Melvin A. Davidson	Additional Shelves for Storeroom	150.00	
302-a	Dixie Materials, Inc.	Road Oil, Pct. 4	5,330.03	
295-a	Freeman Concrete Works	Metal Culverts, Pct. 2	283.50	
296-a	J.E. Gardner Oil	Gas & Diesel, Pct. 2	380.07	
301-a	Goodyear Service Store	Tires, Pct. 4	753.91	
299-a	Jack Lane Ford	Parts, Pct. 2	10.35	
298-a	Moore's Exxon Service Sta.	Repair Tire, Pct. 2	13.50	
304-a	The National Cash Register Co	Retirement Bar, Co. Treas.	150.00	
303-a	National Cash Register	Dist. Journals, Co. Auditor	74.23	
305-a	Ogden Chevrolet Co.	1975 Chev. Impala, Sheriff	3,700.75	
294-a	Sam Houston Electric	lights, Co. Barn, Pct. 2	2.89	9-4-75
282-a	Citizens State Bank	Grader Warrant, Princ. Pct. 4	11,383.33	7-22-75
291-a	Austin Fuller, Co. Treasurer	Reimb to Gen Fund & Solid Waste	6,364.64	8-21-75
292-a	Revenue Sharing Advisory Service	1 Handbook Renewal	35.00	8-28-75
281-a	Gassiotts	Window Shades Dist. Courtroom	201.48	7-18-75
284-a	P.B. Seale	Repairs to FM 1632	1,747.00	8-12-75
306-a	City of Colmesneil	County Barn Utilities Pct 3	6.50	
307-a	Etox Inc.	Oxygen Pct 3	2.70	
308-a	Freeman Concrete Works	Metal Culverts Pct 3	74.04	
309-a	J.E. Gardner Oil	Diesel, Gas Pct 3	728.23	

APPROVED THIS _____ day of _____, 197__

CLAIMS CHECKED AND APPROVED

COUNTY JUDGE

COUNTY AUDITOR

M. J. O. 8-20-75

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, General FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim
5120	American Standard Corporation	24 daylight tubes--Janitor supp.	88.70
5126	A. C. Chemical Industries	Janitors Supplies	127.90
5174	Allison's	1 window pane & labor sheriff	12.20
5175	A&M Motor Co.	repairs & replacements	121.65
5181	Irene Amacker	feeding prisoners	700.00
5127	Big Star	Janitor Supplies	80.51
5129	Brookshire brothers	Carpet cleaner Janitor "Suppl.	12.54
5176	L. Gayle Burton M.D.	Services Rendered Phil Garner	30.00
5090	Harley Crews	3 mos constable fee	225.00
5108	Collins Paint & Decorating Center	paint Co. Auditor	28.49
5128	Corner Grocery	Janitors Supplies	7.47
5131	City of Woodville	Courthouse water	89.48
5124	East Texas Exterminating Co.	Exterminating Courthouse	26.00
5172	Eastex Communications	1 fuse block sheriff	102.50
5179	Exxon Company	Gas & oil Sheriff	99.91
5093	Gassiotts	supplies, sheriff, janitor	5.42
5121	Gassiotts	janitor supplies	13.13
5169	Gulf States Utilities	sheriff	11.93
5178	Gulf Oil Corporation	gas & oil sheriff	110.56
5186	Omer Lee Hall	Constable fee for August	75.00
5091	Lewis Hudson	August report 2 cases @ 4.00 ea.	83.00
5170	Jack Lane Ford	Sheriff repairs to windshield	49.70

APPROVED THIS _____ day of _____, 1975

CLAIMS CHECKED AND APPROVED

COUNTY JUDGE

COUNTY AUDITOR

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, General FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	At
5102	Mr. Mrs. Overton Laverne	Foster Child Care R&G Broaddus	217.00	
5143	Lufkin Typewriter Company	l adding mach. ribbon Co. Clerk	3.10	
5144	3M Business Products Sales Inc.	Supplies co Clerk	32.02	
5177	Mobil Oil Credit Corp.	gas & oil. sheriff	106.62	
5171	Pates Auto Parts & Garage	road Call & labor for sheriff car	82.00	
5119	Truett F. Pritchard & Associates	appraisal contract Services rendered in acc. 1975	2,500.00	
5184	Pitney Bowes	<i>Qty. Sere. Charge</i>	34.50	
5134	Lawrence Rainey Exxon	gas co. judge	64.83	
5167	" " " "	gas for Mini-bus	47.87	
5094	Rogers Office Supply	supplies courthouse	94.08	
5107	J. M. Radford DDS	Tooth extraction Wally Baughman	13.00	
5092	Southwestern Bell Telephone	phone bills courthouse	674.77	
5132	Sullivans	janitors supplies	19.45	
5182	Stafford Lowden Company	supplies D. Clerk	37.45	
5183	Standard Office Equipment	Dist Clerk supplies	9.90	
5180	Texasgas	gas & oil sheriff	198.53	
5173	Texaco Inc.	gas & oil sheriff	427.92	
5168	Tyler Co. Booster	supplies	197.03	
5133	Tyco Feed Company	weight tickets	12.00	
5125	Tyler County Tractor, Inc.	repairs to lawn mower	23.30	
5123	Turner Plumbing Co.	repairs to welfare & Supt. - fff	32.10	
5122	Wattsco Air Conditioning & Heat	repairs courthouse	62.60	
5142	Xerox Corporation	rental on Machine	754.38	

7,745.54

APPROVED THIS _____ day of _____, 1975

CLAIMS CHECKED AND APPROVED

COUNTY JUDGE

COUNTY AUDITOR

SPECIFICATIONS FOR PAVING

TYLER COUNTY AIRPORT

WOODVILLE, TEXAS

TAC PROJECT NUMBERS

742-4-35098

742-4025180

COUNTY JUDGE

TOM D. MANN

COUNTY COMMISSIONERS

JOE I. BEST

H. M. PARKS

KENNETH BELT

JAMES R. JORDON

COUNTY CLERK - ALLEN STURROCK

TAX A-C - BARBARA TOLBERT

TREASURER - AUSTIN FULLER

PREPARED BY

TEXAS AERONAUTICS COMMISSION

AUSTIN, TEXAS

DATE

NOVEMBER 12, 1975

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE NUMBERS</u>
Notice to Bidders	A-1 A-2
Proposal	B-1 B-2
Standard Form of Agreement (Contract)	SF-1 SF-2
Performance Bond and Payment Bond	PB-1 PB-4
Certificate of Insurance	E-1
Instruction to Bidders	IB-1 IB-2
Special Provisions	SP-1 SP-2
General Conditions	GC-1 GC-14
Prevailing Wage Rates	1-1 1-2

DETAIL SPECIFICATIONS

<u>ITEM</u>	<u>TITLE</u>	<u>PAGE NUMBERS</u>
340	Bituminous Surface Course	1-8
P-602	Bituminous Prime	1-2
P-603	Bituminous Tack Coat	1-2
P-620	Runway & Taxiway Painting	1-2

Sealed proposals addressed to the County Judge of Tyler County will be received at the County Courthouse, Woodville, Texas until 10:00 a.m., December 8, 1975, at which time they will be publicly opened and read. Proposals will be for furnishing all necessary materials, machinery, equipment, superintendence and labor for constructing certain improvements at the Tyler County Airport.

The project consists principally of constructing approximately 36,043 S.Y. of asphaltic surfacing for a 4000' x 60' runway, two 125' x 40' turnaround pads, a 120' x 40' access taxiway and a 240' x 290' aircraft parking apron. The extended area has been finished and is ready to be primed. Plans and specifications for the construction were prepared by the Texas Aeronautics Commission. A representative of the Department of Highways and Public Transportation will supervise the construction. The word Engineer will be understood as referring to representatives of these organizations, Engineer of the Owner.

Bidders must submit a Cashier's or Certified Check issued by a bank satisfactory to the Owner, or a Proposal Bond from a reliable surety company, payable without recourse to the order of the County of Tyler in an amount not less than five percent (5%) of the bid submitted as a guaranty in the forms provided within (10) days after notice of award of contract to him. Bids without the required check or proposal bond will not be considered. The County of Tyler will notify the successful Bidder, in writing, within thirty (30) days after the date of opening bids, of its acceptance of his proposal.

The successful Bidder will be required to furnish a Performance Bond and a Payment Bond each in the amount of contract, written by a responsible surety company authorized to do business in the State of Texas and satisfactory to the Owner, as required by Article 5160, V.A.T.C.S., as amended by H. B. 344, passed by the 56th Legislature, Regular Session, 1959.

All lump sum and unit prices must be stated in both script and figures. The Owner reserves the right to reject any or all bids and to waive formalities. In case of ambiguity or lack of clearness in stating the prices in the bids, the Owner reserves the right to consider the most advantageous construction thereof, or to reject the bid. Unreasonable (or "unbalanced") unit prices will authorize the Owner to reject the bid.

Bidders are expected to inspect the site of the work and to inform themselves regarding the condition of previously constructed subgrade and base course, and all items leading to successful completion of the pavement.

Attention is called to the fact that there must be paid on the project not less than the general prevailing rates of wages. The Contractor must abide by the Wage and Hour Laws of the State of Texas, and must pay not less than the legally prescribed rates for Tyler County. The Contractor will post prevailing wage rates on the job site.

Information for Bidders, proposal forms, specifications and plans are on file at the County Courthouse, Woodville, Texas.

Copies of the Plans and Specifications may be secured from the County Judge upon a deposit of \$10.00 as a guarantee of the safe return of the plans and specifications. The full amount of the deposit will be returned to the Bidder on submission of a bona fide bid on the work, with such plans and specifications; or upon returning the plans and specifications immediately after examination

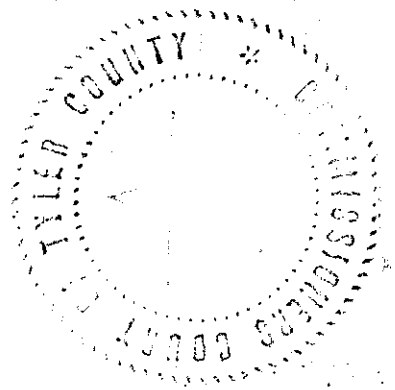
of same, and advising the County Judge that a bid will not be submitted; otherwise, the deposit shall be forfeited.

County of Tyler, Woodville, TX
Owner

BY: Tom A. Mann
County Judge

ATTEST:

BY: [Signature]
County Clerk



DEC. 8, 1975

TO: The County Judge
 Tyler County
 Woodville, Texas 75979

Gentlemen:

Pursuant to the foregoing Notice to Bidders, the undersigned Bidder hereby proposes to do all the work and furnish all necessary superintendence, labor, machinery, equipment, tools, materials, and whatever else may be necessary to complete all work upon which he bids, as provided by the attached specifications and shown on the plans, and binds himself on acceptance of his proposal to execute a Contract and Bonds according to the accompanying forms, for performing and completing the said work within the time stated, and furnishing all required guarantees, for the following prices to wit:

BASE BID

ITEM	QUANTITY & UNIT	DESCRIPTION & UNIT PRICES	TOTAL AMOUNT
340	2,930 Tons	Bituminous Surface Course in place per ton: <u>TWENTY THREE</u> Dollars and <u>TWENTY THREE</u> Cents (\$ <u>23.23</u>)	\$ <u>68,063.90</u>
P-602	1,775 Gals.	Bituminous Prime in place per gallon: <u>NO</u> Dollars and <u>NINETY</u> Cents (\$ <u>.90</u>)	\$ <u>1597.50</u>
P-603	3,100 Gals.	Bituminous Tack Coat in place per gallon: <u>NO</u> Dollars and <u>SEVENTY FIVE</u> Cents \$ <u>.75</u>)	\$ <u>2325.00</u>
P-620	4,827 S.F.	Runway and Taxiway Painting in place per S.F.: <u>NO</u> Dollars and <u>FIFTY</u> Cents (\$ <u>.50</u>)	\$ <u>2413.50</u>
GRAND TOTAL			\$ <u>74,399.90</u>

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE

BID BOND

VOL 3 PG 94

KNOW ALL MEN BY THESE PRESENTS:

That we, MOORE BROTHERS CONSTRUCTION COMPANY, Lufkin, Texas

....., as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto COMMISSIONERS COURT, TYLER COUNTY, TEXAS

..... as Obligee, (hereinafter called the "Obligee"), in the sum of Five Percent (5%) of the Amount bid Dollars (\$.....), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for paving Tyler County Airport.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of December A.D. 19 75

Melva Van Schouwerck
Witness

MOORE BROTHERS CONSTRUCTION COMPANY (SEAL)
Principal
Raymond Moore VICE-PRES
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

.....
Witness

By [Signature] (SEAL)
Attorney-in-Fact Title

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 HOME OFFICE: BALTIMORE, MD.

VOL 3 PG 95

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by JOHN C. GARDNER, Vice-President, and C. M. PECOT, JR., Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint E. L. Bartlett, Sr., E. L. Bartlett, Jr., Ele Baggett and H. J. Shands, Jr., all of Lufkin, Texas, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000)...EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians..

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of E. L. Bartlett, Sr., etal, dated August 28, 1972

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of February, A.D. 1975.

ATTEST: **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
 (SIGNED) C. M. PECOT, JR. By JOHN C. GARDNER
 (SEAL) Assistant Secretary Vice-President

STATE OF MARYLAND } ss:
 CITY OF BALTIMORE }

On this 11th day of February, A.D. 1975, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

(SIGNED) MELINDA T. HAUS.
 (SEAL) Notary Public Commission Expires July 1, 1978

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, whenever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 8th day of December, 1975.

Assistant Secretary

It is understood that the quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids. Payments for such items will be made on the basis of the actual quantity incorporated in the work.

The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications, to the satisfaction of the Engineer. Work shall commence within ten (10) calendar days after receipt of the written notice to proceed and shall be substantially completed twenty (20) working days thereafter.

The undersigned certifies that the bid prices contained in the Proposal have been carefully checked and are submitted as correct and final. Accompanying this proposal as bid security is a (certified or cashier's) check payable to Tyler County in the amount of _____ (dollars) (\$ _____).

Receipt is hereby acknowledged of the following addenda to the contract documents:

MOORE BROS. CONST. CO.

Signed: *Raymond Moore*
 Title: VICE-PRES.
 Address: P.O. Box 35
 City: LUFKIN, TEXAS
 Phone No.: (713) 634-5322

Addendum No. 1 dated _____ Received _____
 Addendum No. 2 dated _____ Received _____
 Addendum No. 3 dated _____ Received _____

STANDARD FORM OF AGREEMENT

As Adopted By
THE TEXAS SECTION OF THE AMERICAN SOCIETY OF CIVIL ENGINEERS
October 7, 1971

Revised November 17, 1928
Revised April 15, 1932
Revised October 27, 1934
Revised October 19, 1945
Revised April 8, 1954
Revised April 21, 1960
Revised October 7, 1971

Approved as to Legal Form by
Legal Counsel

STATE OF TEXAS }
COUNTY OF _____ }

THIS AGREEMENT, made and entered into this _____ day of _____,
A. D. 19____, by and between _____

_____ of the County of _____ and State of Texas, acting through

_____ thereunto duly authorized so to do,

Party of the First Part, hereinafter termed OWNER, and _____

_____ of the City of _____, County of _____

and State of _____, Party of the Second Part, hereinafter termed
CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements herein-
after mentioned, to be made and performed by the Party of the First Part (OWNER), and under
the conditions expressed in the bond bearing even date herewith, the said Party of the Second
Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to
commence and complete the construction of certain improvements described as follows:

and all extra work in connection therewith, under the terms as stated in the General Conditions
of the Agreement and at his (or their) own proper cost and expense to furnish all the materials,
supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories
and services necessary to complete the said construction, in accordance with the conditions and
prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors,
General and Special Conditions of Agreement, Plans and other drawings and printed or written
explanatory matter thereof, and the Specifications and addenda therefor, as prepared by _____

_____ herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and
the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions
of the Agreement, and the Performance and Payment Bonds hereto attached; all of which are made
a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within _____ calendar days working days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

THE OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Party of the First Part (OWNER)
By: _____
ATTEST: _____

Party of the Second Part (CONTRACTOR)
By: _____
ATTEST: _____

PERFORMANCE BOND

STATE OF TEXAS }
COUNTY OF _____ }

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ of the City of _____
County of _____, and State of _____, as
principal, and _____
authorized under the laws of the State of Texas to act as surety on bonds for principals, are held
and firmly bound unto _____ (Owner),
in the penal sum of _____ Dollars (\$ _____)
for the payment whereof, the said Principal and Surety bind themselves, and their heirs,
administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner,
dated the _____ day of _____, 19____, to

which contract is hereby referred to and made a part hereof as fully and to the same extent
as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully
observe and perform all and singular the covenants, conditions and agreements in and by said
contract agreed and covenanted by the Principal to be observed and performed, and according to
the true intent and meaning of said Contract and the Plans and Specifications hereto annexed,
then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of
the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in
accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration
or addition to the terms of the contract, or to the work performed thereunder, or the plans,
specifications, or drawings accompanying the same, shall in anywise affect its obligation on this

bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 19_____.

Principal	Surety
By _____	By _____
Title _____	Title _____
Address _____	Address _____
_____	_____
_____	_____

The name and address of the Resident Agent of Surety is:

PAYMENT BOND

STATE OF TEXAS }
COUNTY OF _____ }

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ of the City of _____,
County of _____, and State of _____, as
principal, and _____
authorized under the laws of the State of Texas to act as surety on bonds for principals, are held
and firmly bound unto _____ (Owner),
in the penal sum of _____ Dollars (\$ _____)
for the payment whereof, the said Principal and Surety bind themselves and their heirs, adminis-
trators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner,
dated the _____ day of _____, 19____, to

which contract is hereby referred to and made a part hereof as fully and to the same extent as
if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
said Principal shall pay all claimants supplying labor and material to him or a subcontractor
in the prosecution of the work provided for in said contract, then, this obligation shall be void;
otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of
the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in
accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration
or addition to the terms of the contract, or to the work performed thereunder, or the plans,
specifications or drawings accompanying the same, shall in anywise affect its obligation on this

bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 19_____.

Principal	Surety
By _____	By _____
Title _____	Title _____
Address _____	Address _____
_____	_____
_____	_____

The name and address of the Resident Agent of Surety is:

CERTIFICATE OF INSURANCE

TO: CITY OF _____
_____, TEXAS

Date _____
Type of _____
Project _____

THIS IS TO CERTIFY THAT _____
(Name and Address of Insured)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE

Policy No.	Effective	Expires	Limits of Liability
Workmen's Compensation			
Public Liability		1 person	\$ _____
Contingent Liability		1 accident	\$ _____
Property Damage		1 person	\$ _____
Builder's Risk		1 accident	\$ _____
Automobile			
Other			

The foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered: _____

Description of Operations Covered: _____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or cancelled by the insurer in less than the legal time required after the insured has received written notice of such change or cancellation, or, in case there is no legal requirement, in less than five days after the insured has received such written notice.

THREE COPIES OF THIS
CERTIFICATE MUST BE
SENT TO THE OWNER

(Name of Insurer)

By _____

Title _____

INSTRUCTIONS TO BIDDERS

BID FORMS: Bidders shall use the proposal form bound with the specifications and contract documents.

PREPARATION OF PROPOSAL: All blanks in the forms shall be filled in or marked "N.A." (not applicable) and all required information shall be included with the Proposal. Bid prices shall be shown both in written words and figures. The Proposal and accompanying documents shall be enclosed in a sealed envelope,

INTERPRETATION OF BIDS: No bid will be considered which fails to supply all information indicated or which has any limitation or provision placed upon it by the Bidder. In case of a difference between the written words and the figures in the Proposal, the amount stated in written words will be considered as the Bid price, without recourse on the part of the Bidder. In case of ambiguity or lack of clearness in the Proposal, the Owner will adopt the most advantageous construction thereof or reject the bid. Subject to the other requirements and stipulations in the specifications and other documents, the Owner reserves the right to award the contract to the qualified, responsible bidder submitting the lowest and best bid covering the project. The Owner also reserves the right to accept or reject any or all bids, if it is deemed to be in the best interest of the public. Further, the Owner reserves the right to reject any bids because of irregularity or to waive such irregularity if such action is in the public interest.

DISPOSITION OF BIDS: The Owner specifically reserves the right to hold all proposals for a period of thirty-one days before making an award. No Proposal, having been opened, may be withdrawn prior to expiration of the thirty-one day period. Bid security on all but the successful bidder will be returned upon making an award.

PERFORMANCE AND PAYMENT BONDS: With the execution and delivery of the Contract Documents, the Contractor shall furnish, on the forms provided herein, bonds, as required by paragraph 3-10, executed by an approved surety company authorized to do business in the State of Texas, and accepted according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States of America. The Performance Bond shall remain in force for one year after the date of final acceptance of the work to cover the guarantees required by these specifications.

ACCESS TO SITE OF WORK: The site at which work is to be performed under this contract can be reached over a public road.

Examination of Sites - Prior to submission of a proposal, each bidder shall have made a thorough examination of the site where the work is to be performed and of the plans and specifications. Submission of a proposal will be considered as evidence that the bidder has done so.

Refund of Deposit - It is intended that all parties with an interest in the type of work included in the project as covered by these documents be given a reasonable opportunity to examine the documents and prepare a bid or subbid without charge or without forfeiture of deposit. Documents may be examined without charge as noted in the Notice to Bidders. Where documents are obtained from the County Judge upon a deposit as required in the Notice to Bidders, the full amount of the deposit shall be refunded provided all documents are returned within ten days after the date of opening bids. No refund will be made on documents not returned within ten days after the date of opening bids.

Sales Tax on Construction Materials - The Contractor's attention is directed to paragraph No. 3 of Ruling No. 9, Repairmen and Contractors (Amended April 3, 1962), issued by the Comptroller of Public Accounts. Reference: (Article 20.01 (T), Limited Sales, Excise and Use Tax.)

Bidders who desire to be exempt from the sales tax must comply with paragraph No. 3 of Ruling No. 9 by obtaining the necessary permit or permits from the State Comptroller allowing the purchase of materials for incorporation in this project without having to pay the Limited Sales, Excise and Use Tax at the time of purchase. Such bidders must submit segregated prices for the total cost of materials and total cost of services, and the successful bidder (if he has elected to comply with paragraph No. 3 of Ruling No. 9) must require his subcontractors to obtain such permits and to sign written subcontracts, in which the prices are segregated for the total cost of materials and the total cost of services. Total materials cost should not include materials which are used or consumed in performing the work, but which do not become a part of the airport improvement project. If the lowest acceptable bidder has complied with paragraph No. 3 of Ruling No. 9, the City will furnish such Contractor with an exemption certificate for the materials incorporated in the project.

If the lowest acceptable bidder has elected to comply with paragraph No. 3 of Ruling No. 9 as provided in the paragraph above, the following statement shall be submitted with the executed contract, and such statement will be a part of the contract.

Interpretation of Specifications Prior to Bidding - Any question arising, during the advertising period, as to meaning or intent of the specifications will be answered by an addendum which will be sent to all who have placed a deposit and have been furnished plans and contract documents.

Closing Landing Strip During Construction - The contractor shall close the airport by placing a white cross at each end of the landing strip. The sections of the cross will be 60' in length and 10' in width. Cheese cloth is suitable for this purpose but any material which will not deteriorate rapidly in color may be used. The cost of the crosses will not be paid for separately but is subsidiary to other items in the proposal.

SPECIAL PROVISIONS

SCOPE OF WORK

The work to be performed under these specifications consists of placement of the bituminous surface course at the Tyler County Airport.

The Contractor shall furnish all materials, labor, superintendence, and equipment necessary to place these materials. Minimum Contractor equipment will include: asphalt distributor, aggregate spreader, broom, steel-wheel roller and pneumatic tire roller, loader, and trucks.

TIME AND ORDER OF CONSTRUCTION

The sequence of operations in prosecuting the work will be at the discretion of the Contractor provided the results required by the plans and specifications are obtained within the time allotted.

PAYMENT

Partial payments and final payment for work covered herein will be made in accordance with the provisions of Section: General Conditions governing such payments.

AFFIDAVIT OF BILLS PAID

Prior to final acceptance of this project by the Owner, the Contractor shall execute an affidavit that all bills for labor, materials and incidentals incurred in the construction of these improvements, have been paid in full, and that there are no claims pending of which he has been notified.

PROTECTION OF EXISTING FACILITIES

The Contractor shall exercise care to prevent damage to all structures, either above or below ground, including buildings, fence, pipelines, utilities, road, etc., whether publicly or privately owned. The Contractor shall be responsible for locating all underground facilities that might be damaged by the proposed construction.

The Contractor shall be responsible for all damage done to either public or private property during the course of construction except as specifically provided otherwise in these specifications.

WATER FOR CONSTRUCTION

Water for construction purposes will be furnished without cost to the Contractor by the County. However, the water will be made available to the Contractor at the County's loading rack and the Contractor may make arrangement with the County Judge. Care will be used to prevent waste of water. Should the Contractor carelessly waste water in his operations and fail to change his methods in order to prevent waste, after due warning by the Engineer, furnishing of water without charge will be discontinued.

Insurance

The Contractor shall maintain Workmen's Compensation Insurance as required by paragraph 36 of General Conditions. He shall also maintain during the life of this contract Public Liability and Property Damage Insurance which will protect him, and any Subcontractor performing work covered by this contract, from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by either of them. Public Liability Insurance shall be maintained in an amount not less than two hundred thousand dollars (\$200,000) for injuries, including accidental death, to any one person, and, subject to the same limit for each person, in an amount not less than four hundred thousand dollars (\$400,000) on account of one accident; and Property Damage Insurance shall be maintained in an amount not less than one hundred thousand dollars (\$100,000). Certificates covering all insurance required shall be filed with and approved by the Owner before the commencement of any work under this contract.

Final Cleaning Up

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus, and discarded materials, rubbish, temporary structures, and stumps or portions of trees. We shall within the limits indicated leave the airport in a neat and presentable condition. Material cleared from the site and deposited on property adjacent, will not be considered as being disposed of satisfactorily. The cost of the "Cleanup" shall be included as a part of the cost of the various items of work involved, and no direct compensation will be made for this work.

TABLE OF CONTENTS
FOR
GENERAL CONDITIONS OF AGREEMENT

1. Definition of Terms		Page
1.01	Owner, Contractor and Engineer	G-1
1.02	Contract Documents	G-1
1.03	Sub-Contractor	G-1
1.04	Written Notice	G-1
1.05	Work	G-1
1.06	Extra Work	G-1
1.07	Working Day	G-1
1.08	Calendar Day	G-1
1.09	Substantially Completed	G-1
2. Responsibilities of the Engineer and the Contractor		
2.01	Owner-Engineer Relationship	G-2
2.02	Professional Inspection by Engineer	G-2
2.03	Payments for Work	G-2
2.04	Initial Determinations	G-2
2.05	Objections	G-2
2.06	Lines and Grades	G-2
2.07	Contractor's Duty and Superintendence	G-2
2.08	Contractor's Understanding	G-3
2.09	Character of Workmen	G-3
2.10	Contractor's Buildings	G-3
2.11	Sanitation	G-4
2.12	Shop Drawings	G-4
2.13	Preliminary Approval	G-4
2.14	Defects and Their Remedies	G-4
2.15	Changes and Alterations	G-4
3. General Obligations and Responsibilities		
3.01	Keeping of Plans and Specifications Accessible	G-5
3.02	Ownership of Drawings	G-5
3.03	Adequacy of Design	G-5
3.04	Right of Entry	G-5
3.05	Collateral Contracts	G-5
3.06	Discrepancies and Omissions	G-5
3.07	Equipment, Materials and Construction Plant	G-5
3.08	Damages	G-6

3.09	Protection Against Accident to Employees and the Public	G-6
3.10	Performance and Payment Bonds	G-6
3.11	Losses from Natural Causes	G-6
3.12	Protection of Adjoining Property	G-6
3.13	Protection Against Claims of Sub-Contractors, Etc.	G-6
3.14	Protection Against Royalties or Patented Invention	G-7
3.15	Laws and Ordinances	G-7
3.16	Assignment and Subletting	G-7
3.17	Indemnification	G-7
3.18	Contractor's Liability Insurance	G-8
3.18.1	Certificate of Insurance	G-8
4. Prosecution and Progress		
4.01	Time and Order of Completion	G-8
4.02	Extension of Time	G-9
4.03	Hindrances and Delays	G-9
5. Measurement and Payment		
5.01	Quantities and Measurements	G-9
5.02	Estimated Quantities	G-9
5.03	Price of Work	G-9
5.04	Partial Payment	G-10
5.05	Use of Completed Portions	G-10
5.06	Final Completion and Acceptance	G-10
5.07	Final Payment	G-10
5.08	Payments Withheld	G-10
5.09	Delayed Payments	G-11
6. Extra Work and Claims		
6.01	Change Orders	G-11
6.02	Minor Changes	G-11
6.03	Extra Work	G-11
6.04	Time of Filing Claims	G-12
6.05	Arbitration	G-12
7. Abandonment of Contract		
7.01	Abandonment by Contractor	G-13
7.02	Abandonment by Owner	G-14

GENERAL CONDITIONS OF AGREEMENT

1. DEFINITIONS OF TERMS

1.01 OWNER, CONTRACTOR AND ENGINEER. The OWNER, the CONTRACTOR and the ENGINEER are those persons or organizations identified as such in the Agreement and are referred to throughout the Contract Documents as if singular in number and masculine in gender. The term ENGINEER means the ENGINEER or his duly authorized representative. The ENGINEER shall be understood to be the ENGINEER of the OWNER, and nothing contained in the Contract Documents shall create any contractual or agency relationship between the ENGINEER and the CONTRACTOR.

1.02 CONTRACT DOCUMENTS. The Contract Documents shall consist of the Notice to Contractors (Advertisement), Special Conditions (Instructions to Bidders), Proposal, signed Agreement, Performance and Payment Bonds (when required), Special Bonds (when required), General Conditions of the Agreement, Technical Specifications, Plans, and all modifications thereof incorporated in any of the documents before the execution of the agreement.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: Signed Agreement, Performance and Payment Bonds, Special Bonds (if any), Proposal, Special Conditions of Agreement, Notice to Contractors, Technical Specifications, Plans, and General Conditions of Agreement.

1.03 SUB-CONTRACTOR. The term Sub-Contractor, as employed herein, includes only those having a direct contract with the CONTRACTOR and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

1.04 WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

1.05 WORK. The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

1.06 EXTRA WORK. The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the ENGINEER or OWNER to be done by the CONTRACTOR to accomplish any change, alteration or addition to the work shown upon the plans, or reasonably implied by the specifications, and not covered by the CONTRACTOR'S Proposal, except as provided under "Changes and Alterations", herein.

1.07 WORKING DAY. A "Working Day" is defined as any day not including Saturdays, Sundays or any legal holidays, in which weather or other conditions, not under the control of the CONTRACTOR, will permit construction of the principal units of the work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m.

1.08 CALENDAR DAY. "Calendar Day" is any day of the week or month, no days being excepted.

1.09 SUBSTANTIALLY COMPLETED. By the term "substantially completed" is meant that the structure has been made suitable for use or occupancy or the facility is in condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

2. RESPONSIBILITIES OF THE ENGINEER AND THE CONTRACTOR

2.01 **OWNER-ENGINEER RELATIONSHIP.** The ENGINEER will be the OWNER'S representative during construction. The duties, responsibilities and limitations of authority of the ENGINEER as the OWNER'S representative during construction are as set forth in the Contract Documents and shall not be extended or limited without written consent of the OWNER and ENGINEER. The ENGINEER will advise and consult with the OWNER, and all of OWNER'S instructions to the CONTRACTOR shall be issued through the ENGINEER.

2.02 **PROFESSIONAL INSPECTION BY ENGINEER.** The ENGINEER shall make periodic visits to the site to familiarize himself generally with the progress of the executed work and to determine if such work generally meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the ENGINEER shall not be responsible for making any detailed, exhaustive, comprehensive or continuous on-site inspection of the quality or quantity of the work or be in any way responsible, directly or indirectly, for the construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith. Notwithstanding any other provision of this agreement or any other Contract Document, the ENGINEER shall not be in any way responsible or liable for any acts, errors, omissions or negligence of the CONTRACTOR, any subcontractor or any of the CONTRACTOR'S or subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the work.

2.03 **PAYMENTS FOR WORK.** The ENGINEER shall review CONTRACTOR'S applications for payment and supporting data, determine the amount owed to the CONTRACTOR and approve, in writing, payment to CONTRACTOR in such amounts; such approval of payment to CONTRACTOR constitutes a representation to the OWNER of ENGINEER'S professional judgment that the work has progressed to the point indicated to the best of his knowledge, information and belief, but such approval of an application for payment to CONTRACTOR shall not be deemed as a representation by ENGINEER that ENGINEER has made any examination to determine how or for what purpose CONTRACTOR has used the moneys paid on account of the Contract price.

2.04 **INITIAL DETERMINATIONS.** The ENGINEER initially shall determine all claims, disputes and other matters in question between the CONTRACTOR and the OWNER relating to the execution or progress of the work or the interpretation of the Contract Documents and the ENGINEER'S decision shall be rendered in writing within a reasonable time. Should the ENGINEER fail to make such decision within a reasonable time, appeal to arbitration may be taken as if his decision had been rendered against the party appealing.

2.05 **OBJECTIONS.** In the event the ENGINEER renders any decision which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this contract, either party may file with the ENGINEER within thirty days his written objection to the decision, and by such action may reserve the right to submit the question so raised to arbitration as hereinafter provided.

2.06 **LINES AND GRADES.** Unless otherwise specified, all lines and grades shall be furnished by the ENGINEER or his representative. Whenever necessary, construction work shall be suspended to permit performance of this work, but such suspension will be as brief as practicable and the CONTRACTOR shall be allowed no extra compensation therefor. The CONTRACTOR shall give the ENGINEER ample notice of the time and place where lines and grades will be needed. All stakes, marks, etc., shall be carefully preserved by the CONTRACTOR, and in case of careless destruction or removal by him or his employees, such stakes, marks, etc., shall be replaced at the CONTRACTOR'S expense.

2.07 **CONTRACTOR'S DUTY AND SUPERINTENDENCE.** The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the CONTRACTOR in his absence and all directions given to him shall be as binding as if given to the CONTRACTOR.

The CONTRACTOR is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the OWNER and ENGINEER being interested only in the result obtained and conformity of such completed improvements to the plans, specifications and contract.

Likewise, the CONTRACTOR shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Engineering construction drawings and specifications as well as any additional information concerning the work to be performed passing from or through the ENGINEER shall not be interpreted as requiring or allowing CONTRACTOR to deviate from the plans and specifications, the intent of such drawings, specifications and any other such instructions being to define with particularity the agreement of the parties as to the work the CONTRACTOR is to perform. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

Any review of work in process, or any visit or observation during construction, or any clarification of plans and specifications, by the ENGINEER, or any agent, employee, or representative of either of them, whether through personal observation on the project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or method, is agreed by the CONTRACTOR to be for the purpose of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications constituting the contract, or for the purpose of enabling CONTRACTOR to more fully understand the plans and specifications so that the completed construction work will conform thereto, and shall in no way relieve the CONTRACTOR from full and complete responsibility for the proper performance of his work on the project, including but without limitation the propriety of means and methods of the CONTRACTOR in performing said contract, and the adequacy of any designs, plans or other facilities for accomplishing such performance. Deviation by the CONTRACTOR from plans and specifications that may have been in evidence during any such visitation or observation by the ENGINEER, or any of his representatives, whether called to the CONTRACTOR'S attention or not shall in no way relieve CONTRACTOR from his responsibility to complete all work in accordance with said plans and specifications.

2.08 CONTRACTOR'S UNDERSTANDING. It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the OWNER or ENGINEER either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

2.09 CHARACTER OF WORKMEN. The CONTRACTOR agrees to employ only orderly and competent men, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the ENGINEER shall inform him in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the ENGINEER'S written consent.

2.10 CONTRACTOR'S BUILDINGS. The building of structures for housing men, or the erection of tents or other forms of protection, will be permitted only at such places as the ENGINEER shall direct, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the ENGINEER.

2.11 SANITATION. Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the CONTRACTOR in such manner and at such points as shall be approved by the ENGINEER, and their use shall be strictly enforced.

2.12 SHOP DRAWINGS. The CONTRACTOR shall submit to the ENGINEER, with such promptness as to cause no delay in his own work or in that of any other Contractor, four checked copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the ENGINEER shall pass upon them with reasonable promptness, making desired corrections. The CONTRACTOR shall make any corrections required by the ENGINEER, file with him two corrected copies and furnish such other copies as may be needed. The ENGINEER'S approval of such drawings or schedules shall not relieve the CONTRACTOR from responsibility for deviations from drawings or specifications, unless he has in writing called the ENGINEER'S attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules. It shall be the CONTRACTOR'S responsibility to fully and completely review all shop drawings to ascertain their effect on his ability to perform the required contract work in accordance with the plans and specifications and within the contract time.

Such review by the ENGINEER shall be for the sole purpose of determining the sufficiency of said drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the CONTRACTOR of his duty as an independent contractor as previously set forth, it being expressly understood and agreed that the ENGINEER does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during CONTRACTOR'S performance hereunder.

2.13 PRELIMINARY APPROVAL. The ENGINEER shall not have the power to waive the provisions of this contract for the furnishing by the CONTRACTOR of good material, and of performing good work as herein described, and in full accordance with the plans and specifications. No failure or omission of the ENGINEER to discover, object to or condemn any defective work or material shall release the CONTRACTOR from the obligations to fully and properly perform the contract, including without limitations, the obligation to at once tear out, remove and properly replace the same at any time prior to final acceptance upon the discovery of said defective work or material; provided, however, that the ENGINEER shall, upon request of the CONTRACTOR, inspect and accept or reject any material furnished, and in event the material has been once accepted by the ENGINEER, such acceptance shall be binding on the OWNER, unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered taken up or removed for re-examination, by the ENGINEER, prior to final acceptance, and if found not in accordance with the specifications for said work, all expense of removing, re-examination and replacement shall be borne by the CONTRACTOR, otherwise the expense thus incurred shall be allowed as EXTRA WORK, and shall be paid for by the OWNER; provided that, where inspection or approval is specifically required by the specifications prior to performance of certain work, should the CONTRACTOR proceed with such work without requesting prior inspection or approval he shall bear all expense of taking up, removing, and replacing this work if so directed by the ENGINEER.

2.14 DEFECTS AND THEIR REMEDIES. It is further agreed that if the work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the ENGINEER as unsuitable or not in conformity with the specifications, the CONTRACTOR shall, after receipt of written notice thereof from the ENGINEER, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

2.15 CHANGES AND ALTERATIONS. The CONTRACTOR further agrees that the OWNER may make such changes and alterations as the OWNER may see fit, in the line, grade, form, dimension, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying Performance and Payment Bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with, except as provided for unit price items under Section 5 "Measurement and Payment." If the amount of work is increased, and the work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under this contract, except as provided for unit price items under Section 5 "Measurement and Payment;" otherwise, such additional work shall be paid for as provided under Extra Work. In case the OWNER shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the OWNER shall recompense the CONTRACTOR for any material or labor so used, and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned.

3. GENERAL OBLIGATIONS AND RESPONSIBILITIES

3.01 KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE. The ENGINEER shall furnish the CONTRACTOR with an adequate and reasonable number of copies of all plans and specifications without expense to him, and the CONTRACTOR shall keep one copy of the same constantly accessible on the work, with the latest revisions noted thereon.

3.02 OWNERSHIP OF DRAWINGS. All drawings, specifications and copies thereof furnished by the ENGINEER shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to him on request, at the completion of the work. All models are the property of the OWNER.

3.03 ADEQUACY OF DESIGN. It is understood that the OWNER believes it has employed competent engineers and designers. It is, therefore, agreed that the OWNER shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and the practicability of the operations of the completed project; provided the CONTRACTOR has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The burden of proof of such compliance shall be upon the CONTRACTOR to show that he has complied with the said requirements of the Contract Documents, approved modifications thereof and all approved additions and alterations thereto.

3.04 RIGHT OF ENTRY. The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said OWNER may desire.

3.05 COLLATERAL CONTRACTS. The OWNER agrees to provide by separate contract or otherwise, all labor and material essential to the completion of the work specifically excluded from this contract, in such manner as not to delay the progress of the work, or damage said CONTRACTOR, except where such delays are specifically mentioned elsewhere in the Contract Documents.

3.06 DISCREPANCIES AND OMISSIONS. It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the separate contract documents, the priority of interpretation defined under "Contract Documents" shall govern. In the event that there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, the ENGINEER shall define which is intended to apply to the work.

3.07 EQUIPMENT, MATERIALS AND CONSTRUCTION PLANT. The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.

3.08 DAMAGES. In the event the CONTRACTOR is damaged in the course of the completion of the work by the act, neglect, omission, mistake or default of the OWNER, or of the ENGINEER, or of any other CONTRACTOR employed by the OWNER upon the work, thereby causing loss to the CONTRACTOR, the OWNER agrees that he will reimburse the CONTRACTOR for such loss. In the event the OWNER is damaged in the course of the work by the act, negligence, omission, mistake or default of the CONTRACTOR, or should the CONTRACTOR unreasonably delay the progress of the work being done by others on the job so as to cause loss for which the OWNER becomes liable, then the CONTRACTOR shall reimburse the OWNER for such loss.

3.09 PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC. The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.

3.10 PERFORMANCE AND PAYMENT BONDS. Unless otherwise specified, it is further agreed by the parties to this Contract that the CONTRACTOR will execute separate performance and payment bonds, each in the sum of one hundred (100) percent of the total contract price, in standard forms for this purpose, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials or furnishing him any equipment in the execution of the Contract, and it is agreed that this Contract shall not be in effect until such performance and payment bonds are furnished and approved by the OWNER.

Unless otherwise approved in writing by the OWNER, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the CONTRACTOR'S proposal.

3.11 LOSSES FROM NATURAL CAUSES. Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.

3.12 PROTECTION OF ADJOINING PROPERTY. The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR agrees to indemnify, save and hold harmless the OWNER and ENGINEER against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract; but any such indemnity shall not apply to any claim of any kind arising out of the existence or character of the work.

3.13 PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES. The CONTRACTOR agrees that he will indemnify and save the OWNER and ENGINEER harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the

nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails so to do, then the OWNER may at the option of the CONTRACTOR either pay directly any unpaid bills, of which the OWNER has written notice, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER by either the CONTRACTOR or his surety.

3.14 PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION. The CONTRACTOR shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the patentee or owner. The CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright rights and shall indemnify and save the OWNER and ENGINEER harmless from any loss on account thereof, except that the OWNER shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required by the OWNER; provided, however, if choice of alternate design, device, material or process is allowed to the CONTRACTOR, then CONTRACTOR shall indemnify and save OWNER harmless from any loss on account thereof. If the material or process specified or required by the OWNER is an infringement, the CONTRACTOR shall be responsible for such loss unless he promptly gives such information to the OWNER.

3.15 LAWS AND ORDINANCES. The CONTRACTOR shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect the contract or the work, and shall indemnify and save harmless the OWNER and ENGINEER against any claim arising from the violation of any such laws, ordinances, and regulations whether by the CONTRACTOR or his employees, except where such violations are called for by the provisions of the Contract Documents. If the CONTRACTOR observes that the plans and specifications are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he shall bear all costs arising therefrom. In case the OWNER is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the OWNER may enter into contract, shall be controlling, and shall be considered as part of this contract, to the same effect as though embodied herein.

3.16 ASSIGNMENT AND SUBLETTING. The CONTRACTOR further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the ENGINEER, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER, as provided by this Agreement.

3.17 INDEMNIFICATION. The CONTRACTOR shall defend, indemnify and hold harmless the OWNER and the ENGINEER and their respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

- (1) Is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and,

- (2) Is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The obligation of the CONTRACTOR under this Paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, reports, surveys, Change Orders, designs or specifications, or the giving of or the failure to give directions or instructions by the ENGINEER, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

3.18 INSURANCE. The CONTRACTOR at his own expense shall purchase, maintain and keep in force such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Workmen's compensation claims, disability benefits and other similar employee benefit acts;
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual bodily injury liability coverages;
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual bodily injury liability coverages; and
- (4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

3.18.1 CERTIFICATE OF INSURANCE. Before commencing any of the work, CONTRACTOR shall file with the OWNER valid Certificates of Insurance acceptable to the OWNER and the ENGINEER. Such Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least fifteen days' prior written notice has been given to the OWNER.

The CONTRACTOR shall also file with the OWNER valid Certificates of Insurance covering all sub-contractors.

4. PROSECUTION AND PROGRESS

4.01 TIME AND ORDER OF COMPLETION. It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the CONTRACTOR shall be allowed to prosecute his work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to economy of construction: provided, however, that the order and the time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, the plans and specifications, and within the time of completion designated in the Proposal; provided, also, that when the OWNER is having other work done, either by contract or by his own force, the ENGINEER may direct the time and manner of constructing the work done under this contract, so that conflict will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

The CONTRACTOR shall submit, at such times as may reasonably be requested by the ENGINEER, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts.

4.02 EXTENSION OF TIME. Should the CONTRACTOR be delayed in the completion of the work by any act or neglect of the OWNER or ENGINEER, or of any employee of either, or by other contractors employed by the OWNER, or by changes ordered in the work, or by strikes, lockouts, fires, and unusual delays by common carriers, or unavoidable cause or causes beyond the CONTRACTOR'S control, or by any cause which the ENGINEER shall decide justifies the delay, then an extension of time shall be allowed for completing the work, sufficient to compensate for the delay, the amount of the extension to be determined by the ENGINEER, provided, however, that the CONTRACTOR shall give the ENGINEER prompt notice in writing of the cause of such delay.

4.03 HINDRANCES AND DELAYS. No claims shall be made by the CONTRACTOR for damages resulting from hindrances or delays from any cause (except where the work is stopped by order of the OWNER) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of the OWNER, then such expense as in the judgment of the ENGINEER is caused by such stoppage of said work shall be paid by the OWNER to the CONTRACTOR.

5. MEASUREMENT AND PAYMENT

5.01 QUANTITIES AND MEASUREMENTS. No extra or customary measurements of any kind will be allowed, but the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided.

5.02 ESTIMATED QUANTITIES. This agreement, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the CONTRACTOR agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this contract and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should become as much as 20% more than, or 20% less than the estimated or contemplated quantity for such items, then either party to this Agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below 20% of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item incurred in the proposal that has a total cost equal to or greater than five (5) per cent of the total contract cost, computed on the basis of the proposal quantities and the contract unit prices.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Agreement, as provided under "Extra Work."

5.03 PRICE OF WORK. In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all work by the CONTRACTOR, and on the completion of all work and of the delivery of all material embraced in this Contract in full conformity with the specifications and stipulations herein contained, the OWNER agrees to pay the CONTRACTOR the prices set forth in the Proposal hereto attached, which has been made a part of this contract. The CONTRACTOR hereby agrees to receive such prices in full for furnishing all material and all labor required for the aforesaid work, also for all expense incurred by him, and for well and truly performing the same and the whole thereof in the manner and according to this Agreement.

5.04 PARTIAL PAYMENTS. On or before the 10th day of each month, the CONTRACTOR shall prepare and submit to the ENGINEER for approval or modification a statement showing as completely as practicable the total value of the work done by the CONTRACTOR up to and including the last day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work.

The OWNER shall then pay the CONTRACTOR on or before the 15th day of the current month the total amount of the approved statement, less 10 per cent of the amount thereof, which 10 per cent shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the OWNER under the terms of this Agreement. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the CONTRACTOR, the OWNER may—upon written recommendation of the ENGINEER—pay a reasonable and equitable portion of the retained percentage to the CONTRACTOR; or the CONTRACTOR at the OWNER'S option, may be relieved of the obligation to fully complete the work and, thereupon, the CONTRACTOR shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment."

5.05 USE OF COMPLETED PORTIONS. The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to such extra compensation, or extension of time, or both, as the ENGINEER may determine.

The CONTRACTOR shall notify the ENGINEER when, in the CONTRACTOR'S opinion, the contract is "substantially completed" and when so notifying the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER in writing a detailed list of unfinished work. The ENGINEER will review the CONTRACTOR'S list of unfinished work and will add thereto such items as the CONTRACTOR has failed to include. The "substantial completion" of the structure or facility shall not excuse the CONTRACTOR from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the structure or facility in accordance with the Contract Documents.

5.06 FINAL COMPLETION AND ACCEPTANCE. Within ten (10) days after the CONTRACTOR has given the ENGINEER written notice that the work has been completed, or substantially completed, the ENGINEER and the OWNER shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract Documents, the ENGINEER shall issue to the OWNER and the CONTRACTOR his Certificate of Completion, and thereupon it shall be the duty of the OWNER within ten (10) days to issue a Certificate of Acceptance of the work to the CONTRACTOR or to advise the CONTRACTOR in writing of the reason for non-acceptance.

5.07 FINAL PAYMENT. Upon the issuance of the Certificate of Completion, the ENGINEER shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the OWNER, who shall pay to the CONTRACTOR on or after the 30th day, and before the 35th day, after the date of the Certificate of Completion, the balance due the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by the CONTRACTOR. Neither the Certificate of Acceptance nor the final payment, nor any provision in the Contract Documents, shall relieve the CONTRACTOR of the obligation for fulfillment of any warranty which may be required.

5.08 PAYMENTS WITHHELD. The OWNER may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect himself from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor.
- (d) Damage to another contractor.
- (e) Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
- (f) Reasonable indication that the work will not be completed within the contract time.

When the above grounds are removed or the CONTRACTOR provides a Surety Bond satisfactory to the OWNER, which will protect the OWNER in the amount withheld, payment shall be made for amounts withheld because of them.

5.09 DELAYED PAYMENTS. Should the OWNER fail to make payment to the CONTRACTOR of the sum named in any partial or final statement, when payment is due, then the OWNER shall pay to the CONTRACTOR, in addition to the sum shown as due by such statement, interest thereon at the rate of six (6) per cent per annum, unless otherwise specified, from date due as provided under "Partial Payments" and "Final Payments," until fully paid, which shall fully liquidate any injury to the CONTRACTOR growing out of such delay in payment, but the right is expressly reserved to the CONTRACTOR in the event payments be not promptly made, as provided under "Partial Payments," to at any time thereafter treat the contract as abandoned by the OWNER and recover compensation, as provided under "Abandonment of Contract," unless such payments are withheld in accordance with the provisions of "Payments Withheld."

6. EXTRA WORK AND CLAIMS

6.01 CHANGE ORDERS: Without invalidating this Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions to the work; such changes will be authorized by Change Order to be prepared by the ENGINEER for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

In the event the CONTRACTOR shall refuse to execute a Change Order which has been prepared by the ENGINEER and executed by the OWNER, the ENGINEER may in writing instruct the CONTRACTOR to proceed with the work as set forth in the Change Order and the CONTRACTOR may make claim against the OWNER for Extra Work involved therein, as hereinafter provided.

6.02 MINOR CHANGES: The ENGINEER may authorize minor changes in the work not inconsistent with the overall intent of the Contract Documents and not involving an increase in Contract Price. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER involves Extra Work and entitles him to an increase in the Contract Price, the CONTRACTOR shall make written request to the ENGINEER for a written Field Order.

In such case, the CONTRACTOR by copy of his communication to the ENGINEER or otherwise in writing shall advise the OWNER of his request to the ENGINEER for a written Field Order and that the work involved may result in an increase in the Contract Price.

Any request by the CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

6.03 EXTRA WORK: It is agreed that the basis of compensation to the CONTRACTOR for work either added or deleted by a Change Order or for which a claim for Extra Work is made shall be determined by one or more of the following methods:

Method (A)—By agreed unit prices; or
Method (B)—By agreed lump sum; or
Method (C)—If neither Method (A) nor Method (B) be agreed upon before the Extra Work is commenced, then the CONTRACTOR shall be paid the "actual field cost" of the work, plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the CONTRACTOR of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits and other payroll taxes, and, a rateable proportion of premiums on Performance and Payment Bonds and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the OWNER, or by them agreed to. The ENGINEER may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the ENGINEER. The ENGINEER or OWNER may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the CONTRACTOR. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100 per cent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order. The fifteen (15%) per cent of the "actual field cost" to be paid the CONTRACTOR shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the CONTRACTOR'S Camp or Field Office must be maintained primarily on account of such Extra Work; then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered in writing by the ENGINEER. In case any orders or instructions, either oral or written, appear to the CONTRACTOR to involve Extra Work for which he should receive compensation or an adjustment in the construction time, he shall make written request to the ENGINEER for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the ENGINEER insists upon its performance, the CONTRACTOR shall proceed with the work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C). The CONTRACTOR will thereby preserve the right to submit the matter of payment to arbitration, as hereinbelow provided.

6.04 TIME OF FILING CLAIMS. It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the CONTRACTOR shall be in writing and filed with the ENGINEER within thirty (30) days after the ENGINEER has given any directions, order or instruction to which the CONTRACTOR desires to take exception. The ENGINEER shall reply within thirty (30) days to such written exceptions by the CONTRACTOR and render his final decision in writing. In case the CONTRACTOR should appeal from the ENGINEER'S decision, any demand for arbitration shall be filed with the ENGINEER and the OWNER in writing within ten (10) days after the date of delivery to CONTRACTOR of the ENGINEER'S final decision. It is further agreed that final acceptance of the work by the OWNER and the acceptance by the CONTRACTOR of the final payment shall be a bar to any claims by either party, except where noted otherwise in the Contract Documents.

6.05 ARBITRATION. All questions of dispute under this Agreement shall be submitted to arbitration at the request of either party to the dispute. The parties may agree upon one arbiter, otherwise, there shall be three, one named in writing by each party, and the third chosen

by the two arbiters so selected; or if the arbiters fail to select a third within ten (10) days, he shall be chosen by a District Judge serving the County in which the major portion of the project is located, unless otherwise specified. Should the party demanding arbitration fail to name an arbiter within ten (10) days of the demand, his right to arbitrate shall lapse, and the decision of the ENGINEER shall be final and binding on him. Should the other party fail to choose an arbiter within ten (10) days, the ENGINEER shall appoint such arbiter. Should either party refuse or neglect to supply the arbiters with any papers or information demanded in writing, the arbiters are empowered by both parties to take ex parte proceedings.

The arbiters shall act with promptness. The decision of any two shall be binding on both parties to the contract. The decision of the arbiters upon any question submitted to arbitration under this contract shall be a condition precedent to any right of legal action. The decision of the arbiter or arbiters may be filed in court to carry it into effect.

The arbiters, if they deem the case demands it, are authorized to award the party whose contention is sustained, such sums as they deem proper for the time, expense and trouble incident to the appeal, and if the appeal was taken without reasonable cause, they may award damages for any delay occasioned thereby. The arbiters shall fix their own compensation, unless otherwise provided by agreement, and shall assess the cost and charges of the arbitration upon either or both parties. The award of the arbiters must be made in writing.

7. ABANDONMENT OF CONTRACT

7.01 ABANDONMENT BY CONTRACTOR. In case the CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the OWNER, or the ENGINEER, or if the CONTRACTOR fails to comply with the orders of the ENGINEER, when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR.

After receiving said notice of abandonment the CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the OWNER or the Surety on the performance bond, or another contractor in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefor (except when used in connection with Extra Work, where credit shall be allowed as provided for under Section 6, Extra Work and Claims), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

Where there is no performance bond provided or in case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within ten (10) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

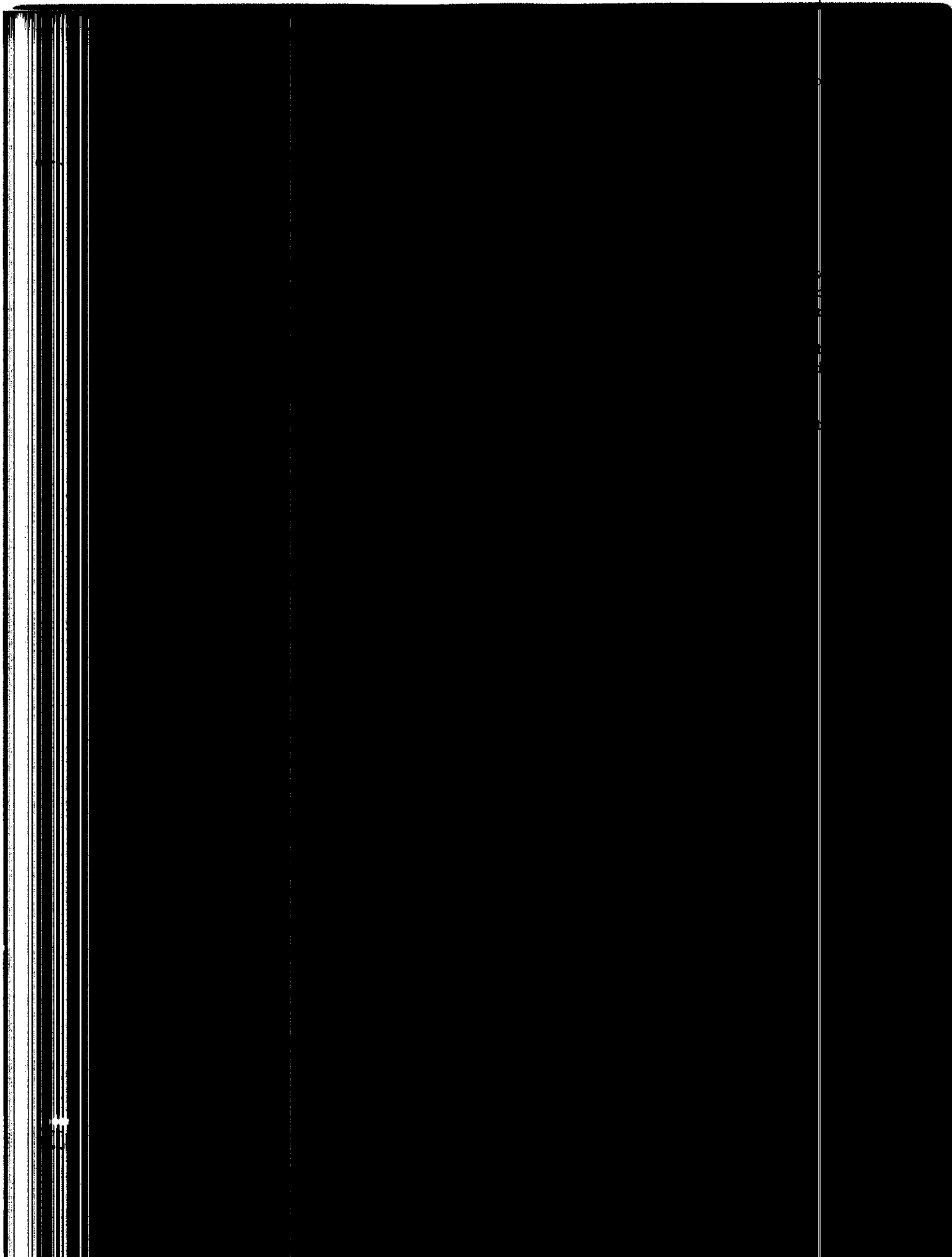
7.01.1 The OWNER may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the OWNER out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or his Surety shall pay the amount of such excess to the OWNER; or

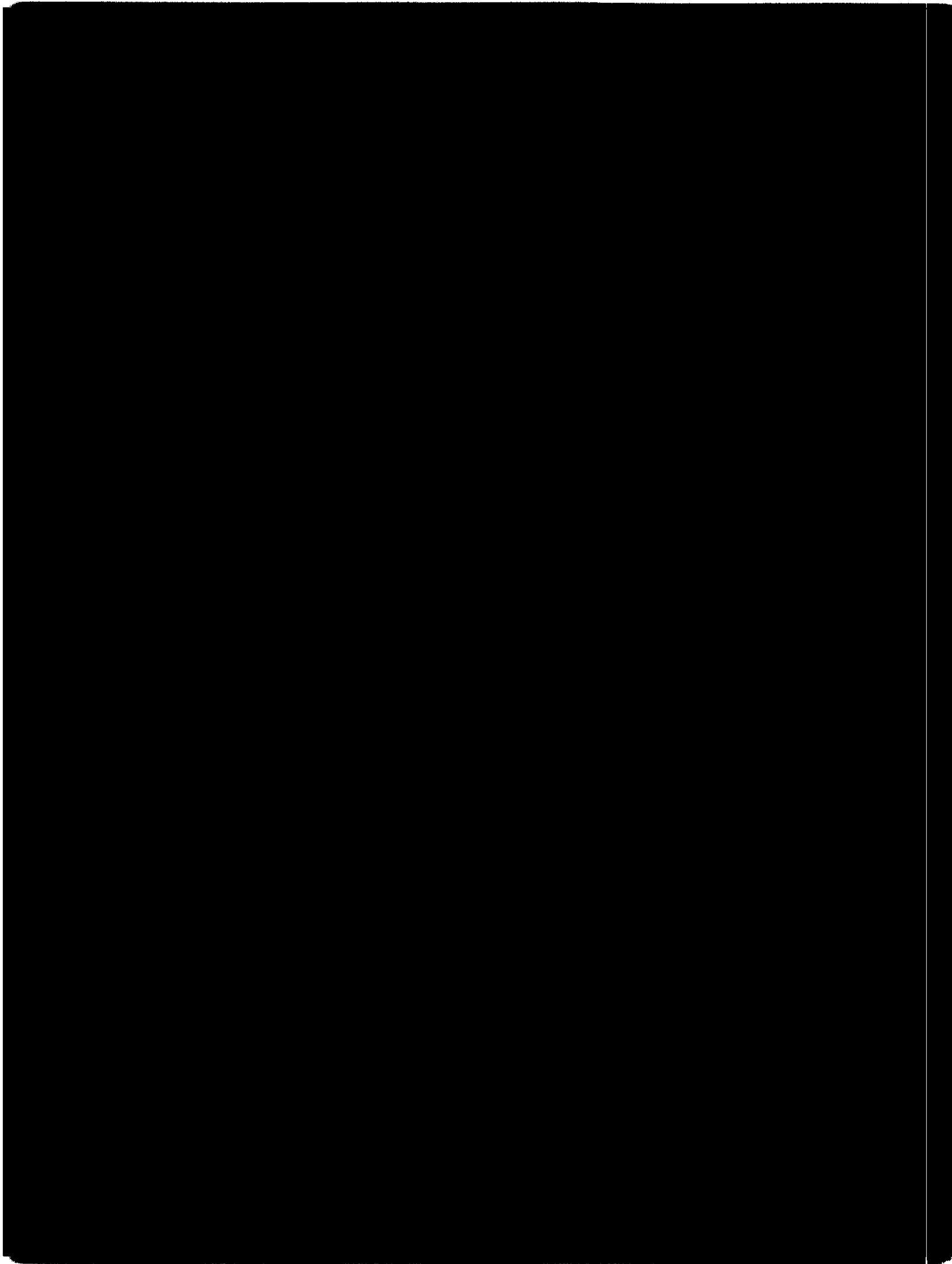
7.01.2 The OWNER under sealed bids, after five (5) days notice published one or more times in a newspaper having general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case any increase in cost to the OWNER under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this contract, the CONTRACTOR and/or his Surety shall be credited therewith.

When the work shall have been substantially completed the CONTRACTOR and his Surety shall be so notified and Certificates of Completion and Acceptance, as provided in Paragraph 5.06 hereinabove, shall be issued. A complete itemized statement of the contract accounts, certified to by the ENGINEER as being correct, shall then be prepared and delivered to the CONTRACTOR and his Surety, whereupon the CONTRACTOR and/or his Surety, or the OWNER as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the OWNER had the work been completed by the CONTRACTOR under the terms of this contract; or when the CONTRACTOR and/or his Surety shall pay the balance shown to be due by them to the OWNER, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the CONTRACTOR and/or his Surety. Should the cost to complete the work exceed the contract price, and the CONTRACTOR and/or his Surety fail to pay the amount due the OWNER within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the CONTRACTOR and his Surety at the respective addresses designated in this contract, provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the CONTRACTOR and his Surety subject only to the duty of the OWNER to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice the OWNER may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the CONTRACTOR and his Surety. Such sale may be made at either public or private sale, with or without notice, as the OWNER may elect. The OWNER shall release any machinery, equipment, tools, materials, or supplies, which remain on the work, and belong to persons other than the CONTRACTOR or his Surety, to their proper owners. The books on all operations provided herein shall be open to the CONTRACTOR and his Surety.

7.02 ABANDONMENT BY OWNER. In case the OWNER shall fail to comply with the terms of this contract, and should fail or refuse to comply with said terms within ten (10) days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment, and all materials on the site of work that have not been included in payments to the CONTRACTOR and have not been wrought into the work. And thereupon the ENGINEER shall make an estimate of the total amount earned by the CONTRACTOR, which estimate shall include the value of all work actually completed by said CONTRACTOR (at the prices stated in the attached proposal where unit prices are used), the value of all partially completed work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the CONTRACTOR to carry the whole work to completion and which cannot be utilized. The ENGINEER shall then make a final statement of the balance due the CONTRACTOR by deducting from the above estimate all previous payments by the OWNER and all other sums that may be retained by the OWNER under the terms of this Agreement and shall certify same to the OWNER who shall pay to the CONTRACTOR on or before thirty (30) days after the date of the notification by the CONTRACTOR the balance shown by said final statement as due the CONTRACTOR, under the terms of this Agreement.





ITEM 340

BITUMINOUS SURFACE COURSE

DESCRIPTION

This item will consist of a surface course as shown on the plans, each to be composed of a compacted mixture of mineral aggregate and asphaltic material.

MATERIALS

Job Mix Formula. The job-mix formula shall be submitted by the Contractor and shall be approved prior to placing of the bituminous mixture. The mixture shall establish a single percentage of aggregate passing each required sieve size a single percentage of bituminous material to be added to the aggregate.

(1) Mineral Aggregate. The mineral aggregate will be composed of a coarse aggregate, a fine aggregate, and if necessary, a mineral filler. Samples of coarse aggregate, fine aggregate and mineral filler will be submitted to Laboratory for testing, and approval of material and source of supply must be obtained from the Engineer prior to delivery:

(a) Coarse Aggregate will be that part of the aggregate retained on the #10 sieve. It will consist of clean, durable, crushed gravel or crushed limestone depending on availability. The coarse aggregate will have an abrasion of not more than forty percent loss by weight when subjected to the Los Angeles Abrasion Test, and shall have at least 75% by weight of particles with two fractured faces and at least 90% by weight of particles with one or more fractured faces.

(b) Fine Aggregate will be that part of the aggregate passing the No. 10 sieve and will consist of sand or screenings as herein specified.

Fine Aggregate will consist of durable particles, free from injurious foreign matter. Screenings will be of the same or similar material as specified for coarse aggregate. The plastic index of that part of the fine aggregate passing the No. 40 sieve will be not more than 6.

(c) Mineral filler if required will first be approved by the Engineer; however, it will be free from foreign and other injurious matter.

It will meet the grading requirements as listed below:

<u>Material Passing Sieve</u>	<u>Percent by Weight</u>
No. 30	95-100
No. 80 not less than	75
No. 200 not less than	55

(2) Asphaltic Material.

Paving Material. Asphalt for the paving mixture will be AC-10. The Contractor shall notify the Engineer of the source of his asphaltic material prior to design or production of the asphaltic mixture, and this source will not be changed during the course of the project except on written permission of the Engineer. See page 79 for certificate requirements.

PAVING MIXTURE

(1) Type. The paving mixture will consist of a uniform mixture of coarse aggregate, fine aggregate, asphaltic material and mineral filler if required.

The grading of the mineral aggregate will be such as to produce when properly proportioned, a mixture which will conform to the limitations for master grading as shown below:

Type "D"	Percent by Weight
Passing 1/2" sieve	100
Passing 3/8" sieve	95-100
Passing 3/8" sieve retained on No. 4" sieve	20-50
Passing No. 4 sieve retained on No. 10 sieve	10-30
Total retained on No. 10 sieve	50-70
Passing No. 10 sieve retained on No. 40 sieve	0-30
Passing No. 40 sieve retained on No. 80 sieve	4-25
Passing No. 80 sieve retained on No. 200 sieve	3-25
Passing No. 200 sieve	0-6

The asphalt material will form from 5.0 to 7.5 percent of mixture by weight.

(2) Tolerances. The Engineer shall designate the exact grading of the aggregate and asphalt content, within the above limits, to be used in the mixture. The paving mixture produced should not vary from the designated grading and asphalt content by more than the tolerances allowed herein; however, the mixture produced will conform to the limitations for master grading specified above.

	Percent by Weight
Passing 1/2" sieve, retained on No. 3/8" sieve	Plus or minus 5
Passing 3/8" sieve, retained on No. 4 sieve	Plus or minus 5
Passing No. 4 sieve, retained on No. 10 sieve	Plus or minus 5
Total retained on No. 10 sieve	Plus or minus 5
Passing No. 10 sieve, retained on No. 40 sieve	Plus or minus 3
Passing No. 40 sieve, retained on No. 80 sieve	Plus or minus 3
Passing No. 80 sieve, retained on No. 200 sieve	Plus or minus 3
Passing No. 200 sieve	Plus or minus 3
Asphalt Material	Plus or minus 0.5

Should the paving mixture produced vary from the designated grading and asphalt content by more than the above tolerances proper changes are to be made until it is within these tolerances.

(3) Extraction Test. Samples of the mixture when tested will not vary from the grading proportions of the aggregate and the asphalt content designated by the Engineer by more than the respective tolerances specified above and will be within the limits specified for master grading.

(4) Sampling and Testing. It is the intent of this specification to produce a mixture which will have the following laboratory density and stability.

Density

Percent

Stability, Percent

Min Max
95% 99%

Optimum 97

not less than 37 using Hveem stability

Stability and density are control tests. If the laboratory stability and/or density of the mixture produced has a value lower than that specified, and in the opinion of the Engineer is not due to change in source or quality of materials, production may proceed, and the mix will be changed until the laboratory stability and density falls within the specified limits and as near the optimum value as is practicable. If there is, in the opinion of the Engineer, a fundamental change in any material from that used in the design mixtures, production will be discontinued until a new design mixture is determined by trial mixes. It is the intent of this specification that the mixture will be designed to produce a mixture of optimum density.

EQUIPMENT

(1) Mixing Plants. Mixing plants that will not continuously produce a mixture meeting all of the requirements of this specification will be rejected.

Mixing plants may be either the weight-batching type or the continuous mixing type. Both types of plants will be equipped with satisfactory conveyors, power units, aggregate handling equipment, hot aggregate screens and bins and dust collectors and will consist of the following essential pieces of equipment.

Weight-batching Type.

Cold Aggregate Bin and Proportioning Device. The aggregate bin will have at least four compartments of sufficient size to store the amount of aggregate required to keep the plant in continuous operation and of proper design to prevent overflow of material of one bin to that of another bin. The proportioning device will be such as will provide a uniform and continuous flow of aggregate in the desired proportion to the dryer. Each aggregate will be proportioned in a separate compartment.

Dryer. The dryer will be of the type that continually agitates the aggregate during heating and in which the temperature can be so controlled that aggregate will not be injured in the necessary drying and heating operations required to obtain a mixture of the specified temperature. The burner, or combination of burners, and type of fuel used will be such that in the process of heating the aggregate to the desired or specified temperature, no residue from the fuel will adhere to the heated aggregate. A recording thermometer will be provided which will record the temperature of the aggregate when it leaves the dryer. The dryer will be of sufficient size to keep the plant in continuous operation.

Screening and Proportioning. The screening capacity and size of the bins will be sufficient to screen and store the amount of aggregate required to properly operate the plant and keep the plant in continuous operation at full capacity. Provisions will be made to enable inspection forces to have easy and safe access to the proper location on the mixing plant where representative samples may be taken from the hot bins for testing. The aggregate will be separated into at least three bins when producing Type "D" mixtures. If mineral filler is used, an additional bin will be provided. These bins will contain the following sizes of aggregate:

Type "D"

Bin No. 1 - will contain aggregates of which 85 to 100 percent weight will pass the No. 10 sieve.

Bin No. 2 - will contain aggregates of which at least 70 percent by weight will be of such size as to pass the No. 4 sieve and be retained on the No. 10 sieve.

Bin No. 3 - will contain aggregates of which at least 75 percent by weight will be of such size as to pass the 1/2 inch sieve and be retained on the No. 4 sieve.

Aggregate Weigh Box and Batching Scales. The aggregate weigh box and batching scales will be of sufficient capacity to hold and weigh a complete batch of aggregate. The gate will close tightly so that no material is allowed to leak into the mixer while a batch is being weighed.

Asphaltic Material Bucket and Scales. The asphaltic material bucket and scales will be of sufficient capacity to hold and weigh the necessary asphaltic material for one batch.

Mixer. The mixer will be of the pug mill type and will have a capacity of not less than 3,000 pounds in a single batch unless otherwise shown on the plans. The number of blades and the position of same will be such as to give a uniform and complete circulation of the batch in the mixer. The mixer will be equipped with an approved spray bar that will distribute the asphaltic material quickly and uniformly throughout the mixer. Any mixer that has a tendency to segregate the mineral aggregate or fails to secure a thorough and uniform mixing with the asphaltic material will not be used. This will be determined by mixing the standard batch for the required time, then dumping the mixture and taking samples from its different parts. This will be tested by the extraction test and must show that the batch is uniform throughout. All mixers will be provided with an automatic time lock that will lock the discharge doors of the mixer for the required mixing period. The dump door or doors and the shaft seals of the mixer will be tight enough to prevent spilling of aggregate or mixture from the pug mill.

(2) Asphaltic Material Heating Equipment. Asphaltic material heating equipment will be adequate to heat the amount of asphaltic material required to the desired temperature. Asphaltic material may be heated by steam coils which will be absolutely tight. Direct fire heating of asphaltic materials will be permitted, provided the heater used is manufactured by a reputable concern and there is positive circulation of the asphalt throughout the heater. Agitation with steam or air will not be permitted. The heating apparatus will be equipped with a recording thermometer with a 24-hour chart that will record the temperature of the asphaltic material at the highest temperature.

(3) Spreading and Finishing Machine. The spreading and finishing machine will be of type approved by the Engineer, will be capable of producing a surface that will meet the requirements of the typical cross section and the surface test, when required, and when the mixture is dumped directly into the finishing machine will have adequate power to propel the delivery vehicles in a satisfactory manner. The finishing machine will be equipped with a flexible spring and/or hydraulic type hitch sufficient in design and capacity to main-

tain contact between the rear wheels of the hauling equipment and the pusher rollers of the finishing machine while the mixture is being unloaded.

The use of any vehicle which requires dumping directly into the finishing machine and which the finishing machine cannot push or propel in such a manner as to obtain the desired lines and grades without resorting to hand finishing will not be allowed. Unless otherwise permitted by the plans, vehicles of the semi-trailer type are specifically prohibited from dumping directly into the finishing machine while in contact with the finishing machine. Vehicles dumping directly or indirectly into the finishing machine can be mechanically and/or automatically operated in such a manner that overloading the finishing machine being used cannot occur and the required lines and grades will be obtained without resorting to hand finishing.

(4) Automatic Screed Controls.

Description. This item will establish the requirements for automatic screed control systems for asphaltic-concrete spreading and finishing machines.

Asphaltic-concrete spreading and finishing machines will be equipped with an approved automatic dual longitudinal screed control system and a transverse screed control system. The longitudinal grade reference including a stringline, 30' ski, mobile stringline, or matching shoe. The Contractor shall furnish all equipment required for grade reference. It will be maintained in good operating condition by personnel trained in the use of this type of equipment. The equipment will be such as to construct a finished surface within specified tolerances.

Surface Requirements. The automatic grade control device will produce a finished surface meeting the requirements of the surface test on the items of work for which a spreading and finishing machine is required. Skinpatching on wearing a surface course will not be permitted, and sections of pavement exceeding the minimum tolerance will be corrected at the Contractor's expense.

Control points will be established for the finished profile by the Engineer. These points will be set on both sides of the course being laid, when necessary at intervals not to exceed 50'. The Contractor shall set the grade reference for the sensor of the automatic control to follow from the controls established by the Engineer and the grade reference will have sufficient support so that the maximum deflection will not exceed 1/16 inch per 25 feet.

(5) Pneumatic Tire Rollers. The rollers will be acceptable medium pneumatic tire rollers. The tire pressure of each tire will be adjusted as directed by the Engineer and this pressure will not vary by more than 5 pounds per square inch.

(6) Two Axle Tandem Roller. This roller will be an acceptable power driven tandem roller weighing not less than 8 tons.

(7) Three Wheel Roller. This roller will be an acceptable power driven three wheel roller weighing not less than 10 tons.

(8) Three Axle Tandem Roller. This roller will be an acceptable power driven three axle roller weighing not less than 10 tons.

- (9) Straightedges and Templates. The Contractor shall provide acceptable 16 foot straightedges for surface testing. Satisfactory templates will be provided as required by the Engineer.
- (10) All equipment will be maintained in good repair and operating condition and will be approved by the Engineer.
- (11) Alternate Equipment. When permitted by the Engineer in writing, equipment other than that specified which will consistently produce satisfactory results may be used.

STOCKPILING, STORAGE, PROPORTIONING AND MIXING

- (1) Stockpiling of Aggregates. Prior to stockpiling of aggregates, the area will be cleaned of trash, weeds and grass and be relatively smooth. Aggregates will be stockpiled in such a manner as to prevent mixing of one aggregate with another.
- (2) Storage and Heating of Asphalt Materials. The asphaltic material storage will be ample to meet the requirements of the plant. Asphalt will not be heated to a temperature in excess of 400° F. All equipment used in the storage and handling of asphaltic material will be kept in a clean condition at all times and will be operated in such manner that there will not be contamination with foreign matter.
- (3) Feeding and Drying of Aggregate. The feeding of various sizes of aggregate to the dryer will be done through the cold aggregate bin and proportioning device in such a manner that a uniform and constant flow of materials in the required proportions will be maintained. When specified on the plans, the cold aggregate bins will be charged by use of a clamshell, dragline, shovel or front end loader. The aggregate will be dried and heated to a temperature necessary to produce a mixture having the specified temperature. In no case will the aggregate be introduced into the mixing unit at a temperature more than 400° F.
- (4) Proportioning. The proportioning of the various materials entering into the asphaltic mixture will be as directed by the Engineer and in accordance with these specifications. Aggregate will be proportioned by weight using the weigh box and batching scales herein specified when the weight-batch type of plant is used and by volume using the hot aggregate proportioning device when the continuous mixer type of plant is used. The asphaltic material will be proportioned by weight or by volume based on weight using the specified equipment.
- (5) Mixing.
- (a) Batch Type Mixer. In the charging of the weigh box and in the charging of the mixer from the weigh box, such methods or devices will be used as are necessary to secure a uniform asphaltic mixture. In introducing the batch into the mixer, all mineral aggregate will be introduced first; will be mixed thoroughly for a period of 5 to 20 seconds, as directed, to uniformly distribute the various sizes throughout the batch before asphaltic material is added; the asphaltic material will then be added and the mixing continued for a total mixing period of not less than 30 seconds. This mixing period may be increased, if, in the opinion of the Engineer, the mixture is not uniform.
- (b) The mixture produced from each type of mixer will not vary from the specified mixture by more than the tolerances herein specified.

(c) The asphaltic mixture from each type of mixer will be at a temperature between 275° F and 350° F when discharged from the mixer. The Engineer shall determine the temperature, within the above limitations, and the mixture when discharged from the mixer will not vary from this selected temperature more than 25° F.

CONSTRUCTION METHODS

Asphaltic mixture when placed with a spreading and finishing machine, will not be placed when the air temperature is below 50° F and is falling, but it may be placed when the air temperature is above 40° F and is rising. The air temperature will be taken in the shade away from artificial heat. It is further provided that the prime coat, tack coat or asphaltic mixture will be placed only when the humidity, general weather conditions and temperature and moisture condition of the base, in the opinion of the Engineer, are suitable.

If the temperature of the asphaltic mixture of a load or any part of a load becomes 50° F or more less than the temperature selected by the Engineer under subarticle Mixing of this specification after being dumped from the mixer and prior to placing while passing through the laydown machine, all or any part of the load may be rejected and payment will not be made for the rejected material.

(1) Tack Coat. Before the asphaltic mixture is laid, the surface upon which the tack coat is to be placed will be cleaned thoroughly to the satisfaction of the Engineer. The surface will be given a uniform application of tack coat using asphaltic materials of this specification. This tack coat will be applied, as directed by the Engineer, with an approved sprayer at a rate not to exceed 0.05 gallon per square yard of surface. The tack coat will be rolled with a pneumatic tire roller when directed by the Engineer.

(2) Transporting Asphaltic Concrete. The asphaltic mixture, prepared as specified above, will be hauled to the work in tight vehicles previously cleaned of all foreign material. The dispatching of the vehicles will be arranged so that all material delivered may be placed, and all rolling will be completed during daylight hours. In cool weather or for long hauls, canvas covers and insulating of the truck bodies may be required. The inside of the truck body may be given a light coating of oil, lime slurry or other material satisfactory to the Engineer, if necessary, to prevent mixture from adhering to the body.

(3) Placing.

Generally the asphaltic mixture will be dumped and spread on the approved prepared surface with the specified spreading and finishing machine, in such manner that when properly compacted the finished pavement will be smooth, of uniform density and will meet the requirements of the typical cross sections and the surface tests.

(4) Compacting.

(A) As directed by the Engineer, the pavement will be compressed thoroughly and uniformly with the specified rollers and/or other approved rollers.

(B) Rolling with the three wheel and tandem rollers will start longitudinally at the sides and proceed toward the center of the pavement, overlapping on successive trips by at least half the width of the rear wheel unless otherwise directed by the Engineer. Alternate trips of the roller will be slightly dif-

erent in length. Rolling with pneumatic-tire roller will be done as directed by the Engineer. Rolling will be continued until no further compression can be obtained and all roller marks are eliminated. One tandem roller, one pneumatic-tire roller and at least one three wheel roller, as specified above will be provided for each job. If the Contractor elects, he may substitute the three axle tandem roller for the two axle tandem roller and/or the three wheel roller; but in no case will less than three rollers be in use on each job. Additional rollers will be provided if needed. The motion of the roller will be slow enough at all times to avoid displacement of the mixture. If any displacement occurs, it will be corrected at once by the use of rakes and of fresh mixtures where required. The roller will not be allowed to stand on pavement which has not been fully compacted. To prevent adhesion of the surface mixture to the roller, the wheels will be kept thoroughly moistened with water, but an excess of water will not be permitted. All rollers must be in good mechanical condition. Necessary precautions will be taken to prevent the dropping of gasoline, oil, grease or other foreign matter on the pavement either when the rollers are in operation or when standing.

In lieu of the rolling equipment specified, the Contractor may, upon written permission from the Engineer, operate other compacting equipment that will produce equivalent relative compaction as the specified equipment. If the substituted compaction equipment fails to produce the desired compaction as would be expected of the specified equipment, as determined by the Engineer, its use will be discontinued.

(C) In place density, it is the intent of this specification that the material be placed and compacted until at least 98% of the laboratory density specified is obtained (2 for each days work). The field specimens utilized for the in place density testing may be either cores or sections of asphaltic pavement. Nuclear density test method of determining in place density may be used. In place density tests are intended for compaction control. If the in place density of the mixture produced has a value lower than that specified, and in the opinion of the Engineer is not due to a change in the quality of the material, production may proceed with subsequent changes in the mix and/or construction operations until the in place density equals or exceeds the specified density. Rolling procedures and rolling sequence shall be satisfactory to the Engineer.

(D) Joints, the mixture at the joints shall comply with the surface requirements and present the same uniformity to texture, density, smoothness, as other sections of the course. In the formation of all joints, provisions shall be made for proper bond with the adjacent course for the specified depth of the course. Joints shall be formed by cutting back on the previous day's run or other approved methods to expose the full depth of the course. The exposed edge shall be given a light coat of asphalt or tar as specified by the Engineer.

(2)-A Bituminous and Aggregate Material

Contractor's Responsibility - Samples of the bituminous and aggregate materials that the Contractor proposes to use, together with a statement of their source and character, must be submitted and approval must be obtained before use of such material begins. The Contractor shall require the manufacturer or producer of the bituminous and aggregate materials to furnish material subject to this and all other pertinent requirements of the contract. Only those materials which have been tested and approved for the intended use shall be acceptable.

The Engineer or his authorized representative shall have access, at all times, to all parts of the paving plant for the purpose of inspecting the equipment, the conditions and operation of the plant, for the verification of weights or proportions and character of materials, and to determine the temperatures maintained in the preparation of the mixtures.

The Contractor shall furnish vendor's certified test for each carload or equivalent of bitumen shipped to the project. The report shall be delivered to the Engineer before permission is granted for use of the material. The furnishing of the vendor's certified test report for the bituminous material shall not be interpreted as a basis for final acceptance. All such test reports shall be subject to verification by testing sample materials received for use on the project.

MEASUREMENT

Asphaltic concrete will be measured by the ton of 2,000 pounds in the completed and accepted work in accordance with the plans and specifications for the project.

PAYMENT

The work performed and materials furnished as prescribed by this item and measured as provided under "Measurement" will be paid for at the unit prices bid per ton of Hot Mix Asphaltic Concrete, which prices will be full compensation for quarrying, furnishing all materials, freight involved; for all heating, mixing, hauling, cleaning of pavement, placing asphaltic concrete mixture, rolling and finishing; and for all manipulations, labor tools, equipment incidentals necessary to complete the work.

Payment will be made under:

P-401 (mod.) Bituminous Surface Course---per ton

ITEM P-602

BITUMINOUS PRIME COAT

DESCRIPTION

This item will consist of an application of bituminous material on the prepared base course in accordance with this specification applied at the rate specified by the engineer.

QUANTITIES OF BITUMINOUS MATERIAL

The approximate amount of bituminous material per square yard for the prime coat will be 0.25 to 0.35 gallon per square yard.

MATERIALS

Bituminous Material - The material will be MC-30 Cutback Asphalt, Specification AASHO M-28 applied at a temperature of between 120° and 160° F, as specified by engineer.

CONSTRUCTION METHODS

WEATHER LIMITATIONS

The prime coat will be applied only when the existing surface is dry or contains sufficient moisture to get uniform distribution of the bituminous material, when the atmospheric temperature is above 60° F., and when the weather is not foggy or rainy. The temperature requirements may be waived, but only when so directly by the engineer.

EQUIPMENT

The equipment used by the contractor will include a self-powered pressure bituminous material distributor and equipment for heating bituminous material.

The distributor will have pneumatic tires of such width and number that the load produced on the surface will not exceed 650 pounds per inch of the tire width and will be designed, equipped, and operated so that bituminous material at even heat can be applied uniformly on variable widths of surface at readily controlled rates from 0.05 to 2.0 gallons per square yard. The material will be applied within a pressure range from 25 to 75 pounds per square inch and with an allowable variation from any specified rate not to exceed 5%. Distributor equipment will include a thermometer for reading temperatures of tank contents.

APPLICATION OF BITUMINOUS MATERIAL

Immediately before applying the prime coat, the full width of the surface to be primed will be swept with a power broom to remove all loose dirt and other objectionable material.

The application of the bituminous material will be made by means of a pressure distributor at the temperature, pressure, and in the amounts directed by the engineer.

Following the application, the primed surface shall be allowed to dry not less than 48 hours without being disturbed or for such additional time as may be necessary to permit the drying out of the prime until it will not be picked up by traffic or equipment. This period shall be determined by the Engineer. The surface shall then be maintained by the Contractor until the surfacing has been placed. Suitable precautions shall be taken by the Contractor to protect the primed surface against damage during this interval, including supplying and spreading any sand necessary to blot up excess bituminous material.

BITUMINOUS MATERIAL CONTRACTOR'S RESPONSIBILITY

Samples of the bituminous material that the Contractor proposes to use, together with a statement as to their source and character, must be submitted and approved before use of such material begins. The Contractor shall require the manufacturer or producer of the bituminous materials to furnish material subject to this and all other pertinent requirements of the contract. Only satisfactory materials, so demonstrated by service tests shall be acceptable.

The Contractor shall furnish vendor's certified test reports for each carload, or equivalent, of bituminous material shipped to the project. The report shall be delivered to the Engineer before permission is granted for use of the material. The furnishing of the vendor's certified test report for the bituminous material shall not be interpreted as basis for final acceptance. All such test reports will be subject to verification by testing samples of materials received for use on the project.

FREIGHT AND WEIGH BILLS

Before the final estimate is allowed, the Contractor shall file with the Engineer receipted bills when railroad shipments are made, and certified weigh bills when materials are received in any other manner, of the bituminous materials actually used in the construction covered by the contract. The Contractor shall not remove bituminous material from the tank car or storage tank until the initial outage and temperature measurements have been taken by the Engineer, nor shall the car or tank be released until the final outage has been taken by the Engineer.

Copies of freight bills and weigh bills will be furnished to the Engineer during the progress of the work.

METHOD OF MEASUREMENT

The bituminous prime coat to be paid for will be the number of gallons of the material used as ordered for the accepted work.

BASIS OF PAYMENT

Payment shall be made at the contract unit price per gallon for bituminous prime coat. This price shall be full compensation for furnishing all materials and for all preparation, delivering, and applying the materials, and for all labor, equipment, tools and incidentals necessary to complete this item.

Payment will be made under:

Item P-602 Bituminous Prime Coat---per gallon.

ITEM P-603

BITUMINOUS TACK COAT

DESCRIPTION

This item shall consist of supplying and applying bituminous material to an existing pavement in accordance with these specifications and to the width shown on the typical cross section on the plans.

QUANTITY OF MATERIAL

The approximate amount of bituminous material per square yard for the tack coat shall be 0.05 to 0.15 gallons per square yard. The exact amount shall be as ordered by the Engineer.

MATERIALS

Bituminous Material - The material shall be RC-70, Specification AASHTO M 81, applied at a temperature of between 100° and 130° F, as specified by Engineer.

CONSTRUCTION METHODS

WEATHER LIMITATIONS

The tack coat shall be applied only when the existing surface is dry, when the atmospheric temperature is above 60° F., and when the weather is not foggy or rainy. The temperature requirements may be waived, but only when so directed by the Engineer.

EQUIPMENT

The equipment used by the Contractor shall include a self-powered pressure bituminous material distributor and equipment for heating bituminous material.

The distributor shall have pneumatic tires of such width and number that the load produced on the surface shall not exceed 650 pounds per inch of tire width, and it shall be designed, equipped, and operated so that bituminous material at even heat may be applied uniformly on variable widths of surface at readily controlled rates from 0.05 to 2.0 gallons per square yard. The material shall be applied within a pressure range of 25 to 75 pounds per square inch and with an allowable variation from any specified rate not to exceed 5%. Distributor equipment shall include a tachometer, pressure gauges, volume-measuring devices, and a thermometer for reading temperatures of tank contents.

APPLICATION OF BITUMINOUS MATERIAL

Immediately before applying the tack coat, the full width of surface to be treated shall be swept with a power broom to remove all loose dirt and other objectionable material.

The application of the bituminous material shall be made by means of a pressure distributor at the pressure, temperature, and in the amounts directed by the Engineer.

BITUMINOUS MATERIAL CONTRACTOR'S RESPONSIBILITY

Samples of the bituminous material that the Contractor proposes to use, together with a statement as to its source and character, must be submitted and approved before use of such material begins. The Contractor shall require the manufacturer or producer of the bituminous material to furnish material subject to this and all other pertinent requirements of the contract. Only satisfactory materials so demonstrated by service tests, shall be acceptable.

The Contractor shall furnish vendor's certified test reports for each carload, or equivalent, of bituminous material shipped to the project. The report shall be delivered to the Engineer before permission is granted for use of the material. The furnishing of the vendor's certified test report for the bituminous material shall not be interpreted as a basis for final acceptance. All such test reports shall be subject to verification by testing samples of material received for use on the project.

FREIGHT AND WEIGH BILLS

Before the final estimate is allowed, the Contractor shall file with the Engineer receipted bills when railroad shipments are made, and certified weigh bills when materials are received in any other manner, of the bituminous materials actually used in the construction covered by the contract. The Contractor shall not remove bituminous material from the tank car or storage tank until the initial outage and temperature measurements have been taken by the Engineer, nor shall the car or tank be released until the final outage has been taken by the Engineer.

Copies of freight bills and weigh bills shall be furnished to the Engineer during the progress of the work.

METHOD OF MEASUREMENT

The bituminous tack coat to be paid for shall be the number of gallons of the material used as ordered for accepted work, in accordance with the temperature-volume correction tables for asphalt materials, contained in the Appendix of standard specifications.

BASIS OF PAYMENT

Payment shall be made at the contract unit price per gallon of bituminous tack coat. This price shall be full compensation for furnishing all materials and for all preparation, delivering, and application of these materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-603 Bituminous Tack Coat---per gallon.

ITEM P-620

RUNWAY AND TAXIWAY PAINTING

DESCRIPTION

The work to be done under this item consists of furnishing all materials and equipment, performing all labor required for laying out and painting new airfield markings, as shown on the Plans and as specified herein, or as directed by the Engineer.

MATERIALS

The paint to be used will conform to Federal specification TT-P-85, white for runways and yellow for taxiways, with reflective beads conforming to Federal specification TT-B-1325, Type III. The reflective paint will contain not less than 10 lbs. nor more than 12 lbs. of beads per gallon of paint.

CONSTRUCTION METHODS

Equipment- Except as otherwise specified below, the paint will be applied with an atomizing spray type marking machine or other suitable marking equipment which will provide an even and uniform film thickness and clean-cut edges. Marking equipment will meet with the approval of the Engineer and application of the paint by hand methods will be permitted only where necessary for proper forming.

Glass beads will be applied by the use of a suitable bead dispenser approved by the Engineer. The dispenser will be designed and constructed to distribute the beads upon different widths of reflective compound uniformly at the rate of 10 pounds of beads per gallon of paint. This will be without deviation from the specified ratio of beads per U. S. Standard gallon of paint, regardless of variation in the speed of travel of the dispensing equipment.

Application- The Contractor shall provide the services of at least one qualified, skilled technician to supervise the layout of markings, operation of the equipment and the application of the markings. All markings will be laid out by the Contractor using such guide lines, templates, and forms as required. The surfaces upon which markings are to be applied will be cleaned of all dirt, mud, sand, gravel, or other foreign materials, and all dust will be removed by sweeping with a rotary broom, by the use of air jets, or by other approved methods as directed by the Engineer.

If and where required by the Engineer, the surfaces will be cleaned by flushing with water or by washing and scrubbing with a stiff fiber brush or broom. Markings will be applied only when the surfaces are thoroughly dry and when the air temperature is above 40°F. Whenever necessary the application may be made in two coats, and all thin areas will be touched up at no additional cost to the owner.

The runway and taxiway will be marked as shown on the plans or as directed by the Engineer in the following manner:

Application - Application will be made in thirty to sixty days (30-60 da.) after the pavement has been completed. Application will be on previously laid out surface utilizing reflective paint applied at a rate of 105-115 square feet of surface per gallon of paint.

Tests - All materials for the paint will be given tests at the expense of the Contractor as may be necessary to assure compliance with the specifications. Tests may be made at the factory, and, if so, three copies of certified test reports will be delivered to the Engineer. The Contractor shall be held responsible for any defects in material or workmanship which are of such nature that they cannot be detected by careful inspection and tests.

PROTECTION

After application of the paint, all markings will be protected while paint is drying. The Contractor shall be responsible for any damage to the paint, and shall provide any barriers or warning signs to protect the freshly applied paint.

DEFECTIVE WORKMANSHIP OR MATERIAL

When any material not conforming to the requirements of the specifications or plans has been delivered to the project or incorporated in the work or any work performed is of inferior quality, such work will be considered defective and will be corrected as directed by the Engineer, at the expense of the Contractor.

METHOD OF MEASUREMENT

The quality of runway and taxiway numbering and marking as shown on the plans to be paid for shall be the number of square feet of painting in place, all performed in accordance with the specifications and accepted by the Engineer.

BASIS OF PAYMENT

Payment will be made at the contract unit price per square foot for painting. This price will be full compensation for furnishing all materials and for all preparation, layout, and application of the materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item 620----Runway and Taxiway Painting----per square foot