

FILED FOR RECORD: 6-2-1978 at 9:00 o'clock A M
DULY RECORDED: 6-6-1978 at 9:00 o'clock A M
INSTRUMENT NO. _____ GRACE BOSTICK, TYLER CO. CLK.
BY Wall Bostick Deputy

TYLER COUNTY COMMISSIONER'S COURT
REGULAR MEETING
MAY 8, 1978

Vol 4 Pg 473

A Regular Meeting of the Commissioner's Court, met on Monday May 8, 1978 at 10:00 A.M. All members being present. The meeting was opened with prayer by County Commissioner James R. Jordan.

A motion was made by Commissioner Riley and seconded by Comm. Fowler to divide between the Districts, the \$22,500.00 now in the Tyler County Permanent School Fund. Attached is the division based on the Tyler County scholastic percentage. See attached. All voted yes and none no. This will close out this account.

A motion was made by Commissioner Fowler and seconded by Comm. Jordan to approve the County Treasurer's Monthly report. All voted yes and none no. See attached.

A motion was made by Commissioner Fowler to approve the County Extension Report. All voted yes and none no.

A motion was made by Commissioner Fowler and seconded by Comm. Lowe to accept the road in Pct. #1. All voted yes and none no. See attached.

A motion was made by Commissioner Riley and seconded by Commissioner Lowe to accept the Resolution on Community Block Grants. All voted yes and none no. See attached.

A motion was made by Commissioner Jordan and seconded by Comm. Fowler to approve the Contract with Temple Associates, Inc. (HUD Project) All voted yes and none no. See attached.

A motion was made by Commissioner Jordan and seconded by Comm. Lowe to table the Liability Insurance for Ageing Office, until Wednesday May 10, 1978. All voted yes and none no.

A motion was made by Commissioner Fowler and seconded by Comm. Riley to accept the Bid of the lowest bidder for an Air-Conditioner for the Judge's Office. (County) This was the Bid of The Furniture Center, Woodville, Texas, for the amount of \$462.00, installed. All voted yes and none no. See attached.

The meeting of the Commissioner's Court, closed in order to organize itself into the Board of Equalization. The Oath was presented by County Attorney Rois L. Brockman. This was taken by all of Commissioner's Court.

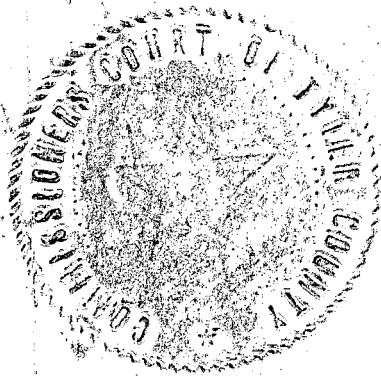
A motion was made by Commissioner Lowe and seconded by Comm. Jordan to Recess the Board of Equalization until June 12, 1978 at 10:00 A. M.

BOARD OF EQUALIZATION RECESSED.

The Commissioner's Court returned into session, and

There being no further business, the meeting adjourned.

SIGNED: Allen Sturrock Allen Sturrock, County Judge
Maxie Riley Maxie Riley, Comm. Pct. #1
H.K. Lowe H.K. Lowe, Comm. Pct. #2
Leon Fowler Leon Fowler, Comm. Pct. #3
James R. Jordan James R. Jordan, Comm. Pct. #4
ATTEST: Grace Bostick Grace Bostick, County Clerk



May 8, 1978

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THE HONORABLE COMMISSIONERS COURT
TYLER COUNTY
Woodville, Texas 75979

Gentlemen:

The Tyler County Schools' Superintendents met in the Woodville Independent Schools Board Room today, Monday, May 8, 1978, with the following present:

Mr. David Malone, Chester Independent School District
Mr. James E. Handley, Colmesneil I. S. D.
Mr. Albert B. Crank, Spurger I. S. D.
Mr. Adolph Hryhorchuk, Warren I.S.D.
Mr. Tom P. Linam, Woodville I. S. D.

By unanimous vote it was requested that the \$22,500.00, now in the Tyler County Permanent School Fund be divided between the Districts, division to be made on the May 1, 1978, Scholastic basis (Tyler County scholastic).

Attached is the division based on the Tyler County scholastic percentage.

Please prepare checks accordingly at your earliest convenience.

Yours truly,

David Malone

David Malone
Chester I. S. D.

Albert B. Crank

Albert B. Crank
Spurger I. S. D.

Tom P. Linam

Tom P. Linam
Woodville I. S. D.

James E. Handley

James E. Handley
Colmesneil I. S. D.

Adolph Hryhorchuk

Adolph Hryhorchuk
Warren I. S. D.

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TYLER COUNTY PERMANENT SCHOOL FUND

May 1, 1978

Tyler County Permanent School Fund Balance \$22,500.00

SCHOOL	SCHOLASTIC	%	AMOUNT
Chester	120	.03840	\$ 864.00
Colmesneil	361	.11552	2,599.20
Spurger	315	.10080	2,268.00
Warren	763	.24416	5,493.60
Woodville	1,566	.50112	11,275.20
TOTAL	3,125	100%	\$22,500.00

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COUNTY TREASURER'S REPORT

FOR THE PERIOD ENDING

APRIL 30, 1978

ON

RECEIPTS, DISBURSEMENTS AND CASH BALANCES

AUSTIN C. FULLER, COUNTY TREASURER

BALANCES, RECEIPTS AND DISBURSEMENTS

All Funds

Vol 4 Pg 478

AUSTIN FULLER

Month Of April, 1978

COUNTY TREASURER

	FUND	Cash On Hand 3-31-78	RECEIPTS PRESENT MONTH	TRANSFERS IN (Out)	Disburse- ments Current	Cash on Hand 4-30-78	Certifi- cates of Deposit	Available Resources 4-30-78
	General	52073.71	44865.72	-0-	62584.60	34354.83	302994.14	337348.97
	Solid Waste	2232.63	171.16	-0-	221.51	2182.28	19516.71	21698.99
	C & J-Permanent Improve.	822.89	108.11	-0-	-0-	931.00	10620.90	11551.90
	Library	520.24	125.00	-0-	6.00	639.24	3794.81	4434.05
	Capital Improvements	(22000.00)	-0-	-0-	-0-	(22000.00)	95000.00	73000.00
	General R & B #2	-0-	72395.10	(72395.10)	-0-	-0-	-0-	-0-
	R & B #1	5501.85	577.93	8976.99	6511.92	8544.85	35531.16	44076.01
	R & B #2	7925.83	70.51	15673.54	6981.14	16688.74	39948.12	56636.86
	R & B #3	3844.71	14834.56	23926.58	19722.94	22882.91	72201.35	95084.26
	R & B #4	6413.81	656.57	23817.99	11503.07	19385.30	68823.14	88208.44
	County Wide ROW	440.67	99.80	-0-	-0-	540.47	29208.00	29748.47
	General ROW I & S	60.90	233.53	-0-	-0-	294.43	31874.20	32168.63
	ROW #1	-0-	-0-	-0-	-0-	-0-	-0-	-0-
	ROW #2	314.25	-0-	-0-	-0-	314.25	-0-	314.25
	ROW #3	-0-	-0-	-0-	-0-	-0-	-0-	-0-
	ROW #4	267.12	-0-	-0-	-0-	267.12	7000.00	7267.12
	Employees Savings	1044.00	537.00	-0-	30.00	1551.00	-0-	1551.00
	Airport Maintenance	978.10	.78	-0-	191.34	787.54	1001.31	1788.85
	Anti-Recession Fiscal Assist.	120.33	4846.00	-0-	-0-	4966.33	-0-	4966.33
	State Cost No. 1	1957.50	704.13	-0-	1859.63	802.00	-0-	802.00
	State Cost No. 2	240.55	262.45	-0-	-0-	503.00	-0-	503.00
	Tyler County Unemployment	-0-	-0-	-0-	-0-	-0-	-0-	-0-
	Totals	62759.09	140488.35	-0-	109612.15	93635.29	717513.84	811149.13

BALANCES, RECEIPTS AND DISBURSEMENTS

All Funds

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AUSTIN FULLER

Month Of April, 1978

COUNTY TREASURER

	FUND	Cash On Hand 3-31-78	RECEIPTS PRESENT MONTH	TRANSFERS IN (Out)	Disburse- ments Current	Cash on Hand 4-30-78	Certifi- cates of Deposit	Available Resources 4-30-78
	Bank Statement Balance							98440.46
	Less Outstanding Checks							(4805.17)
	Total Cash In Bank							93635.29
	Indebtedness:							
	Solid Waste							20450.00
	Solid Waste							54582.50
	C & J-Permanent Improve.							30000.00
	General ROW I & S							47000.00
	R & B #1-Motor Grader							15000.00
	R & B #1-GMC Truck							9336.30
	R & B #1-Motor Grader							19000.00
	R & B #2-Motor Grader							17200.00
	R & B #2-GMC Truck							8236.50
	R & B #2-Ford Truck							9550.00
	R & B #3-Front End Loader							23000.00
	R & B #3-Motor Grader							38827.00
	R & B #4-GMC Truck							5880.00
	Total Indebtedness:							298062.30
	Tyler County Retirement:	2.15	6958.10	-0-	6958.10	2.15	-0-	2.15
	Balance Per Bank Statement							2.15
	Less Outstanding Checks							(-0-)
	Total Cash In Bank							-0-

BALANCES, RECEIPTS AND DISBURSEMENTS

All Funds

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AUSTIN FULLER

Month Of April, 1978

COUNTY TREASURER

	FUNO	Cash On Hand 3-31-78	RECEIPTS PRESENT MONTH	TRANSFERS IN (Out)	Disburse- ments Current	Cash on Hand 4-30-78	Certifi- cates of Deposit	Available Resources 4-30-78
	Revenue Sharing Continued--							
	General	-0-	-0-	-0-	6596.20	-0-	-0-	-0-
	Certificates of Deposit	-0-	-0-	-0-	-0-	-0-	59931.04	-0-
	Totals	6713.59	41147.63	-0-	28934.12	18927.10	59931.04	78858.14
	Balance Per Bank Statement							19125.48
	Less Outstanding Checks							(198.38)
	Total Cash In Bank							18927.10
	Social Security Fund:	12825.08	6539.02	-0-	19332.45	31.65	-0-	31.65
	Bank Statement Balance							31.65
	Less Outstanding Checks							(-0-)
	Total Cash In Bank							31.65
	1976 HUD Grant:	1346.05	10000.00	-0-	11346.05	-0-	-0-	-0-
	Bank Statement Balance							-0-
	Less Outstanding Checks							(-0-)
	Total Cash In Bank							-0-

BALANCES, RECEIPTS AND DISBURSEMENTS

All Funds

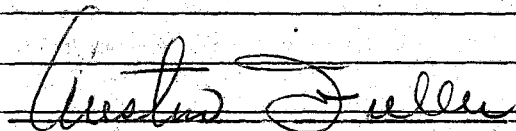
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AUSTIN FULLER

Month Of April, 1978

COUNTY TREASURER

FUND	Cash On Hand 3-31-78	RECEIPTS PRESENT MONTH	TRANSFERS IN (Out)	Disburse- ments Current	Cash on Hand 4-30-78	Certifi- cates of Deposit	Available Resources 4-30-78
1977 HUD Grant	991.28	10008.72	-0-	1000.00	10000.00	-0-	10000.00
Balance Per Bank Statement							10000.00
Less Outstanding Checks							(-0-)
Cash Balance In Bank							10000.00


Austin Fuller
County Treasurer

WITNESS OUR HANDS, officially, this _____ day of

may _____ A.D., 1978.

Allen Sturrock
County Judge

Maxie L. Riley
Commissioner Pct. #1

H.K. Lowe
Commissioner Pct. #2

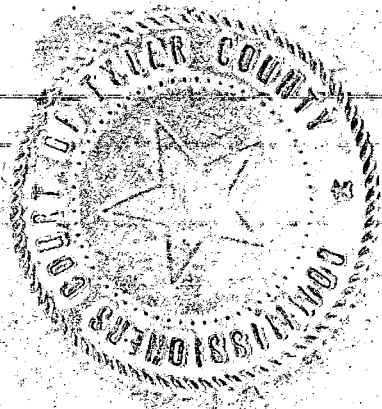
Leon Fowler
Commissioner Pct. #3

James R. Jordan
Commissioner Pct. #4

SWORN TO AND SUBSCRIBED before me, by Allen Sturrock, County Judge, and Maxie L. Riley, Comm. Pct. #1, Kenneth Lowe, Comm. Pct. #2, Leon Fowler, Comm. Pct. #3, and James R. Jordan, Comm. Pct. #4, County Commissioners of Tyler County, Texas, each respectively, on this 4 day of may A.D., 1978.

Walter Bestick
Tyler County Clerk

By: _____
Deputy



FILED FOR RECORD: 5-9- 1978 at 8:30 o'clock A M
DULY RECORDED: 5-11 1978 at 9:00 o'clock A M
INSTRUMENT NO. 78-2855 GRACE BOSTICK, TYLER CO. CLK.

BY: Wall Bostick DEPUTY

THE STATE OF TEXAS §

COUNTY OF TYLER §

Vol 372 Pg 222.

THAT Allen Fortenberry, R.L. Scott and James L. Shank,

hereinafter called GRANTOR for and in consideration of the sum of One and No/100 (\$1.00) Dollars, the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto THE PUBLIC and to the COUNTY COMMISSIONERS OF TYLER COUNTY, TEXAS, PRECINCT NO. 1, the FREE AND UNINTERRUPTED USE, LIBERTY, PRIVILEGE AND EASEMENT OF PASSING IN AND ALONG A CERTAIN WAY ACROSS A CERTAIN TRACT OF LAND SITUTATED IN TYLER COUNTY, TEXAS, described as follows, to-wit:

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(See Attached)

For the same consideration, Grantor does further grant, bargain, sell and convey unto the Grantee the right to grade, excavate and use the soil from said right-of-way to construct and repair said road; the right to surface the same with any material Grantee deems suitable for the purpose; the right to install or construct all bridges, cattle gaps, culverts, gates, drainage ditches and other facilities necessary or desireable in the maintenance of said road; and the right to cut any timber located upon said right-of-way, and to use or remove the same.

Hereby granting free ingress, egress, regress to and for the said Grantee, their successors, heirs and assigns and their tenants, by foot, wagon, automobile and other vehicles as by them shall be necessary or convenient at all times and seasons forever, in, along, upon and out of said way, in common with us, our heirs and assigns, and our tenants.

TO HAVE AND TO HOLD all and singular the said rights and privileges aforesaid to the said Grantee, their successors,

this is to certify that this Tyler County is not responsible for cattle guard
R L Scott

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heirs and assigns, to their proper use and behoof, in common with us, our heirs and assigns, and our tenants.

WITNESS our hands this the 13 day of February, 19 78.

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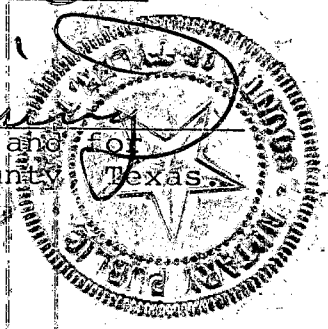
~~Allen W. Fortenberry~~
~~R. J. Scott~~
James L. Shank

THE STATE OF TEXAS §
COUNTY OF §

Before me, the undersigned authority, on this day personally appeared known to me to be the person S whose name James L. Shank subscribed ~~to the foregoing instrument, and acknowledged to me that they~~ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13th day of February, 19 78.


R. B. Herring
Notary Public in and for
Taylor County, Texas.



THE STATE OF TEXAS §
COUNTY OF §

Before me, the undersigned authority, on this day personally appeared known to me to be the person — whose name R. J. Scott subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20th day of April, 19 78.

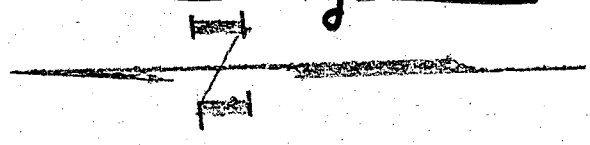


R. B. Herring
Notary Public in and for
Taylor County, Texas.

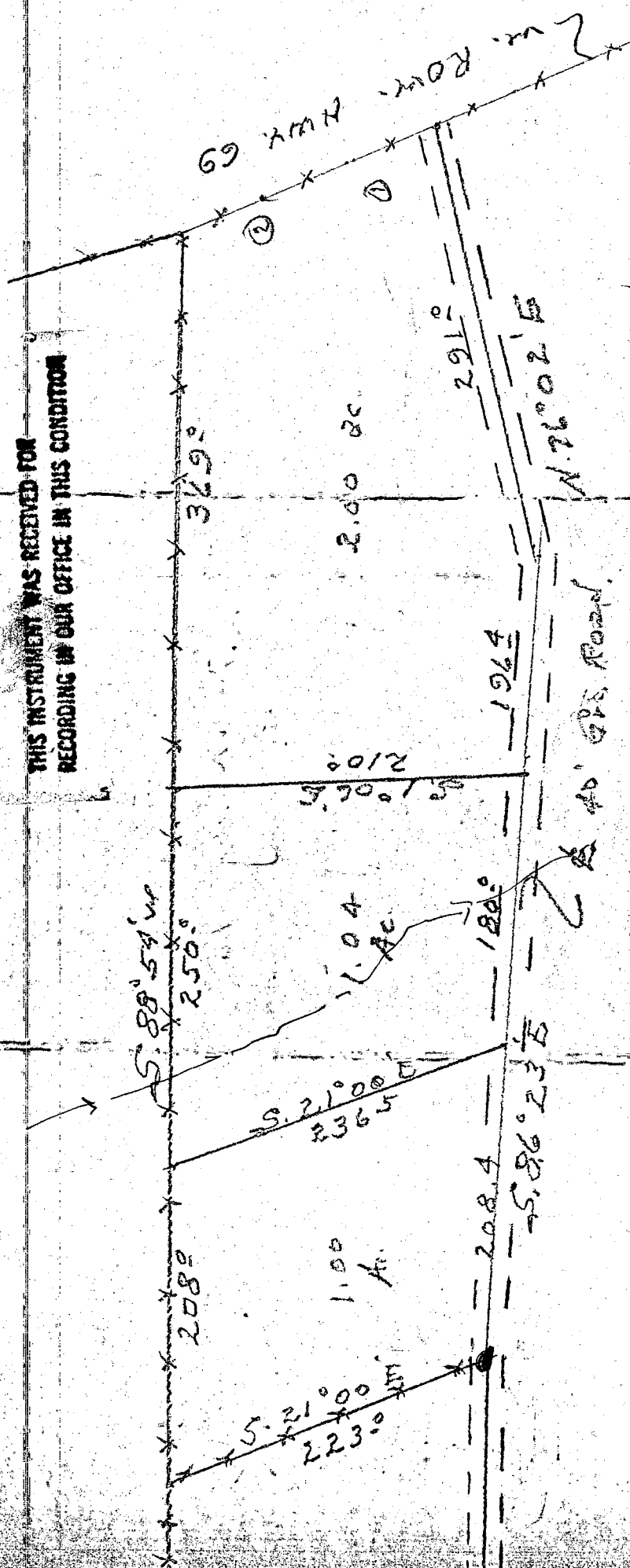
THIS INSTRUMENT WAS RECEIVED FOR RECORDING IN OUR OFFICE IN THIS CONDITION

- ① - N. 32° 38' W - 57'
- ② - N. 38° 54' W - 125'

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Scale 1" = 100 ft

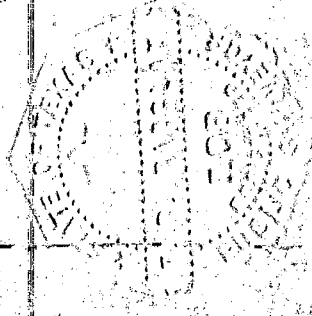


PLAT

Survey of 2.00104 ± 1.90 acres tracts out of the 2.13 acre tract out of R.H. Staff No. 227 acres tract out of Plat 487, Sno. New York Survey, York County, 1822

Surveyed by [Signature] 1978

[Signature]
 T.B. [Signature]
 Registrar Public [Signature]
 Reg. No. 108



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Vol 372 Pg 225

I certify that the discrete number microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a), Vernon's Texas Civil Statutes, and that each image is a true, correct, and exact copy of the page or pages of the Identified instrument of writing, legal document, paper or record which had been filed for record on the date and at the time stamped on each; that no microfilm image or images were substituted for any original microfilm image or images between the Title page and this Certificate, microfilmed this the 11 day of May, 1978, from the illed Records of the County of Tyler, Texas, Starting image no. Vol. 372 Page 222 Ending image no. Vol. 372 Page 225

COUNTY Grace Beck

Allen Fortenberry, et al

to

Tyler County

Casement

2-13-78

pp/22/22

78-2855

5-8-78
minutes

R E S O L U T I O N

State of Texas

Vol 4 Pg 487

The County of Tyler

On the 8 day of May, 1978, at a meeting of the Commissioners Court of Tyler County, held in the County Courthouse of Tyler County Texas, with a quorum of the Commissioners present, the following business was conducted:

It was duly moved and seconded that the following Resolution be adopted:

BE IT RESOLVED THAT the County Commissioners Court Members of the above County do hereby authorize Allen Sturrock, County Judge, to submit the Pre-Application for Community Development Block Grant Funds, for Single Purpose Development Activities to benefit low/moderate income areas of the County, to execute any grant award contract or contracts with the U.S. Department of Housing and Urban Development on behalf of the County, and further we do hereby give him the power and authority to do all things necessary to implement, maintain, amend or renew said contracts.

The above Resolution was passed by a majority of those present and voting in accordance with the laws and statutes of the State of Texas and in the County of Tyler, Texas.

I certify that the above foregoing constitutes a true and correct copy of a part of the minutes of a meeting of the Commissioners Court, of the County of Tyler, Texas, held on the 8 day of May, 1978.

Grace Bostick
GRACE BOSTICK, TYLER CO. CLERK



Vol 4 Pg 488

ENGINEERING DIVISION

700 NORTH TEMPLE DRIVE DIBOLL, TEXAS 75941 TELEPHONE 713/829-4711

April 7, 1978

The County of Tyler
Tyler County Courthouse
Woodville, Texas

Gentlemen:

We propose to render professional engineering services in connection with paving approximately a certain 3.2 miles of County Roadway off FM Road 1013 including one bridge approximately 60 L.F. long as visited by our Engineers and shown by the Precinct Commissioner (hereinafter called the "Project"). You are expected to furnish us with full information as to your requirements including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data.

Our services will consist of the following basic items:

1. A field survey to obtain design data and pertinent information.
2. Provide finished construction plans, specifications, contract documents and advertisement for bids information required for the project.
3. Obtain all required approvals for completing the project.
4. Attend bid opening and prepare and submit tabulation of bids.
5. Make recommendation on awarding bid or negotiated contract, and prepare construction contract documents.
6. Obtain HUD approval of all contractors and sub-contractors.
7. Attend preconstruction conference and issue "Notice to Proceed".
8. Issue "Notice of Start of Construction".
9. Make periodic inspections at critical points during construction to assure compliance with plans, specifications, and contract documents.



County of Tyler

-2-

April 7, 1978

10. Submit a report once a month covering the general status of the project.
11. Prepare and submit proposed contract change orders.
12. Review and approve the contractor's requests for payment.
13. Direct all correspondence through County's Community Development Consultants.
14. Prepare "As-Built" Plans at end of project.

Exclusions: (1) Collection and checking of contractor's and sub-contractor's payrolls and weekly statements of compliance with the labor provisions of the contract. (2) Right-of-way condemnation procedures or legal work other than determining basic R.O.W. per ordinary court record procedures.

You will pay us for our services as follows:

At completion of Final Plans, Specifications, and Bid Documents	\$15,644.00
At completion of 50% of construction contract	1,603.00
At completion and acceptance of project	<u>1,604.00</u>
TOTAL FEE:	<u>\$18,851.00</u>

Additional or non-customary services will be charged on the basis of attached Job Classification Schedule. Resident services during construction will also be charged according to the attached Job Classification Schedule. We will bill you monthly for services and reimbursable expenses. The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the project through construction.

We would expect to start our services promptly after receipt of your acceptance of this proposal and to complete our services within the following time schedule:

- May 1, 1978 - Completion of Final Plans, Specifications, and Bid Documents.
- May 15, 1978 - Bid Opening
- May 22, 1978 - Contract Award Date

If there are protracted delays for reasons beyond our control, if construction is not started within the customary period of time after completion of our

Deletable
OTR
KOTR

final drawings and specifications, or if construction is not completed by November 1, 1978, we would expect to renegotiate with you the basis for our compensation in order to take into consideration changes in price indices and pay scales applicable to the period when services are in fact being rendered.

Deleted [unclear] 10/11

We have received from your Community Development Consultants, in writing, the budgetary limitations for the overall Project cost. We will endeavor to work within those limitations. If you request, we will submit to you periodically during the design phase of our services our opinions as to the probability of completing construction within you budget and, where appropriate, request an adjustment in the budget or a revision in the scope of the Project. We do not guarantee that our opinions will not differ materially from negotiated prices or bids.

Services are to be rendered in the customary phases which, together with the general understandings applicable to our relationship with you, are set forth in the printed General Provisions which are attached to and made a part of this proposal. Your particular responsibilities are also set forth in the General Provisions.

The proposal, the General Provisions, and Equal Employment Opportunity Clause attached represent the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of the arrangement between us, we would appreciate your signing the enclosed copy of this letter in the space provided below and returning it to us. This proposal will be open for acceptance until April 14, 1978, unless changed by us in writing.

Very truly yours,

TEMPLE ASSOCIATES, INC.

Accepted this 14 day of April, 1978
TYLER COUNTY, TEXAS

By: *Kelsie O. Roach*
Kelsie O. Roach, P.E.
Vice President and
Manager

By: *[Signature]*
County Judge, Tyler County

Equal Employment Opportunity: During the performance of this agreement:

- a. The Employer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Employer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following:: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

- b. The Employer will, in all solicitations or advertisements for employees placed by or on behalf of the Employer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

GENERAL PROVISIONS

Attached to and made a part of LETTER AGREEMENT dated _____, 1978, between Tyler County, Texas _____ (Owner) and Temple Associates, Inc. _____ (Engineer) in respect of the project (Project) described therein.

SECTION 1—BASIC SERVICES OF ENGINEER

1.1. General.

1.1.1. ENGINEER shall perform professional services as hereinafter stated which include normal civil, structural, mechanical and electrical engineering services and normal architectural services incidental thereto.

1.2. Study and Report Phase.

After written authorization to proceed, ENGINEER shall:

1.2.1. Consult with OWNER to determine his requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 3.2, and act as OWNER's representative in connection with any such services.

1.2.3. Provide special analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.4. Provide general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.5. Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to OWNER, and setting forth ENGINEER's findings and recommendations with opinions of probable costs.

1.2.6. Furnish five copies of the Report and present and review it in person with OWNER.

1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Report, determine the scope of the Project.

1.3.2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

1.3.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable cost for the Project including Construction Cost, contingencies, compensation for all professionals and consultants, costs of land, rights-of-way and compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

1.3.4. Furnish five copies of the above preliminary design documents and present and review them in person with OWNER.

1.4. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.4.1. On the basis of the accepted preliminary design documents prepare for incorporation in the Contract Documents, final drawings to show the character and scope of the work to be performed by contractors on the Project (hereinafter called "Drawings"), and Specifications.

1.4.2. Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents, so that OWNER may obtain approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to his latest opinion of probable Project Cost caused by changes in scope, design requirements or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

1.4.4. Prepare bid forms, notice to bidders, instructions to bidders, general conditions and supplementary conditions, and assist in the preparation of other related documents.

1.4.5. Furnish five copies of the above documents and present and review them in person with OWNER.

1.5. Bidding or Negotiating Phase.

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1. Assist OWNER in obtaining bids or negotiating proposals for each separate prime contract for construction or equipment.

1.5.2. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Contract Documents.

1.5.3. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution is permitted by the Contract Documents.

1.5.4. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.6. Construction Phase.

During the Construction Phase ENGINEER shall:

1.6.1. Consult with and advise OWNER and act as his representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, National Society of Professional Engineers document 1910-8, 1974 edition; all of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act as OWNER's professional engineering representative during construction.

1.6.2. Make periodic visits to the site to observe as an experienced and qualified design professional the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents; he shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work; he shall not be responsible

for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). His efforts will be directed toward providing assurance for OWNER that the completed Project will conform to the Contract Documents, but he shall not be responsible for the failure of Contractor(s) to perform the construction work in accordance with the Contract Documents. During such visits and on the basis of his on-site observations he shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in the work of Contractor(s) and may disapprove or reject work as failing to conform to the Contract Documents.

1.6.3. Review and approve Shop Drawings (as that term is defined in the aforesaid Standard General Conditions) and samples, the results of tests and inspections and other data which any Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.

1.6.4. Issue all instructions of OWNER to Contractor(s); prepare routine change orders as required; he may, as OWNER's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of OWNER and Contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.6.5. Based on his on-site observations as an experienced and qualified design professional and on his review of Contractor(s)' applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and approve in writing payments to Contractor(s) in such amounts; such approvals of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval), but by approving an application for payment ENGINEER will not be deemed to have represented that he has made any examination to determine how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of Contractor(s)' work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances.

1.6.6. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may approve, in writing, final payment to each Contractor.

1.6.7. ENGINEER shall not be responsible for the acts or omissions of any Contractor, any subcontractor or any

of the Contractor(s)' or subcontractors' agents or employees or any other persons (except his own employees and agents) at the Project site or otherwise performing any of the work of the Project.

SECTION 2—ADDITIONAL SERVICES OF ENGINEER

2.1. Normal and customary engineering services do not include services in respect of the following categories of work which are usually referred to as Additional Services. If OWNER wishes ENGINEER to perform any Additional Services, he shall so instruct ENGINEER in writing, and ENGINEER will be paid therefor as provided in the Letter Agreement. Additional Services include:

- Preparation of applications and supporting documents for governmental financial support of the Project; and preparation or review of environmental studies and related services.
- Services to make measured drawings of or to investigate existing conditions or facilities.
- Major changes in documentation previously accepted by OWNER where changes are due to causes beyond ENGINEER's control.
- Providing renderings or models.
- Preparing documents for alternate bids requested by OWNER for work which is not executed or for out-of-sequence work.
- Detailed consideration of operations, maintenance and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations.
- Furnishing the services of special consultants.
- Services resulting from the involvement of more than one prime contract for construction of the Project, or the construction contract containing cost-plus or incentive-savings provisions for Contractor's basic compensation.
- Services in connection with change orders to reflect major changes requested by OWNER and services resulting from material, equipment or energy shortages.
- Services during out-of-town travel other than visits to the Project site.
- Preparing for OWNER, on request, a set of reproducible record prints based on data furnished by Contractor(s).
- Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of or default by any Contractor, and (3) prolongation of the contract time.
- Preparation of operating and maintenance manuals; extensive assistance in the utilization or start up; and training OWNER's personnel.
- Services after completion of the Construction Phase.
- Preparing to serve or serving as a consultant or witness in any legal or administrative proceeding or public hearing.
- Providing services normally furnished by OWNER.

2.2. If the parties agree, ENGINEER shall provide resident Project representation under ENGINEER's supervision which will be paid for by OWNER as indicated in the Letter Agreement and which will be intended to give OWNER further assurance in respect of the finished work of Contractor(s), but will not involve ENGINEER in the construction means, methods, techniques, sequences or procedures or safety precautions or programs nor provide to OWNER any guarantee by ENGINEER of the accuracy, quality or timeliness of Contractor(s) performance.

SECTION 3—OWNER'S RESPONSIBILITIES

3.1. OWNER shall designate a person to act with authority on his behalf in respect of all aspects of the Project, shall examine and respond promptly to ENGINEER's submissions, and shall give prompt written notice to ENGINEER whenever he observes or otherwise becomes aware of any defect in the Project.

3.2. OWNER shall also do the following and pay all costs incident thereto:

- Furnish to ENGINEER core borings, probings and subsurface explorations; hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys and property descriptions; zoning and deed restrictions; all of which ENGINEER may rely upon in performing his services.
- Guarantee access to and make all provisions for ENGINEER to enter upon public and private property.
- Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, and any auditing service required in respect of Contractor(s) applications for payment.
- Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

3.3. OWNER shall pay all costs incident to obtaining bids or proposals from Contractor(s).

SECTION 4—MEANING OF TERMS

4.1. As used herein the term "this Agreement" refers to the Letter Agreement to which these General Provisions are attached and these General Provisions, as if they were part of one and the same document.

4.2. The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost of the entire Project to OWNER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. When Construction Cost is used as a basis for payment it will be based on one of the following sources with precedence in the order listed:

- 4.2.1. For completed construction, the total cost of all work performed as designed or specified by ENGINEER.
- 4.2.2. For work not constructed, the lowest bona fide bid received from a qualified bidder for such work; or if the work is not bid, the lowest bona fide negotiated proposal for such work.
- 4.2.3. For work for which no such bid or proposal is received, ENGINEER's most recent opinion of probable Project Cost.

Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices except used materials

and equipment will be included as if purchased new for the Project. No deduction is to be made from ENGINEER's compensation on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

4.3. The payroll costs used as a basis for payment mean the salaries and wages paid to all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. For the purposes of this Agreement, the principals of ENGINEER and their hourly payroll costs are:

James M. Dunn	\$ 28.00
Burl R. Richardson	\$ 28.00

The amount of customary and statutory benefits of all other personnel will be considered according to the attached Job Classification Schedule.

4.4. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings and Specifications, and similar Project-related items in addition to those required under Section 1; computer time including an appropriate charge for previously established programs; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 5—MISCELLANEOUS

5.1. Reuse of Documents.

All documents including Drawings and Specifications furnished by ENGINEER pursuant to this Agreement are instruments of his services in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

5.2. Estimates of Cost.

Since ENGINEER has no control over the cost of labor, materials or equipment or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that proposals, bids or the Construction Costs will not vary from opinions of probable cost prepared by him. If

prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to the Construction Cost he shall employ an independent cost estimator as provided in paragraph 3.2. Engineering services to modify the Contract Documents to bring the Construction Cost within any limitation established by OWNER will be considered Additional Services and paid for as such by OWNER.

5.3. Late Payment.

If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day; and in addition ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.4. Arbitration.

5.4.1. All claims, counter-claims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations stated in paragraphs 5.4.3 and 5.4.4 below. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance therewith as provided below, will be specifically enforceable under the prevailing law of any court having jurisdiction.

5.4.2. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

5.4.3. All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$200,000 (exclusive of interest and costs). The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counter-claim, dispute or other matter in question where the

amount in controversy thereof is more than \$200,000 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$200,000 (exclusive of interest and costs).

5.4.4. No arbitration arising out of, or relating to, this Agreement may include, by consolidation, joinder or in any other manner, any additional party not a party to this Agreement.

5.4.5. By written consent signed by all the parties to this Agreement and containing a specific reference hereto, the limitations and restrictions contained in paragraphs 5.4.3 and 5.4.4 may be waived in whole or in part as to any claim, counter-claim, dispute or other matter specifically described in such consent. No consent to arbitration in respect of a specifically described claim, counter-claim, dispute or other matter in question will constitute consent to arbitrate any other claim, counter-claim, dispute or other matter in question which is not specifically described in such consent or in which the sum or value in controversy exceeds \$200,000 (exclusive of interest and costs) or which is with any party not specifically described therein.

5.4.6. The award rendered by the arbitrators will be final, not subject to appeal, and judgment may be entered upon it in any court having jurisdiction thereof.

5.5. Termination.

This Agreement is subject to termination by OWNER or ENGINEER should the other fail to perform its obligations hereunder. In the event of any termination, ENGINEER will be paid for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses.

5.6. Successor and Assigns.

OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither OWNER nor ENGINEER shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

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JOB CLASSIFICATIONS

<u>CLASSIFICATION</u>	<u>BILLING RATE</u>
Secretarial	\$ 8.60/hr.
Draftsman	\$13.50/hr.
Jr. Draftsman	\$11.00/hr.
Sr. Draftsman	\$15.00/hr.
Department Heads	\$28.00/hr.
Principals	\$32.00/hr.
Project Engineers	\$24.00/hr.
Section Leader	\$24.00/hr.
Design Engineers	\$20.00/hr.
Design Architects	\$24.00/hr.
Sr. Designer	\$22.00/hr.
Chief Surveyor	\$20.00/hr.
Survey Party (3 Man Crew)	\$35.00/hr.
Survey Party (3 Man Crew w/Distance Meter)	\$40.00/hr.

THE FURNITURE CENTER

107 E. Bluff
Woodville, Texas 75979
283-2805

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Emerson
18EH4H

18,000 BTU Cool

14,000 BTU Heat

installed 462⁰⁰

Thanks Pm

Accepted

Friedrich

THE FURNITURE CENTER

107 EAST BLUFF
WOODVILLE, TEXAS 75979

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NO. _____ TIME: 3:30 ^{AM}/_{PM}

MAY 1 1978

GRACE BOSTICK, COUNTY CLERK

TYLER COUNTY, TEXAS
BY: Grace Bostick

Air Conditioner Bid

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MANN Furniture CO.

206 BLUFF STREET PHONE BU 3-3740
WOODVILLE, TEXAS

April 25 '78

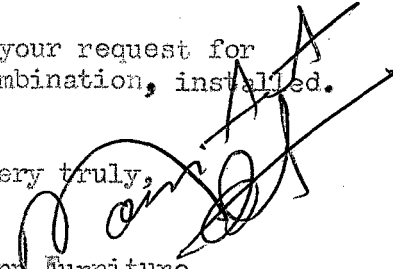
Tyler County Courthouse

Re: Bid on Whirlpool Heat Strip
1½ ton Air Conditioner
installed of \$487.00

To Whom it may concern:

Please accept our humble price of \$487.00 on your request for
above Air Conditioner Heat Strip -heating combination, installed.

Yours very truly,


Mann Furniture

~~However, receipt is not included.~~

WANN FURNITURE COMPANY
206 W. BLUFF STREET
WOODVILLE, TEXAS 75979

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NO. _____ TIME: 10:45 AM

MAY 4 1978

GRACE BOSTICK, COUNTY CLERK,
TYLER COUNTY, TEXAS
BY: Grace Bostick

County Clerk
Tyler County CourtHouse
Woodville, Tx.

Bid:

May 8 1978