

TYLER COUNTY COMMISSIONERS COURT
SPECIAL MEETING
November 3, 2014 ---- 8:30 a.m.

THE STATE OF TEXAS ON THIS THE 3rd day of November, 2014 the
Commissioners' Court in and for Tyler County, Texas convened in a Special Meeting at
the Commissioners' Courtroom in Woodville, Texas, the following members of the Court
present, to wit:

JACQUES L. BLANCHETTE	COUNTY JUDGE, Presiding
MARTIN NASH	COMMISSIONER, PCT. #1
RUSTY HUGHES	COMMISSIONER, PCT. #2
MIKE MARSHALL	COMMISSIONER, PCT. #3
JACK WALSTON	COMMISSIONER, PCT. #4
KATRINA WALSTON	DEPUTY COUNTY CLERK, EX OFFICIO

The following were absent: none thereby constituting a quorum. In addition to the
above were:

JACKIE SKINNER	COUNTY AUDITOR
SHARON FULLER	COUNTY TREASURER
JOE SMITH	CRIMINAL DISTRICT ATTORNEY
MATT O'NEAL	ADULT PROBATION OFFICER

Commissioner Nash motioned to approve the **Line Item Transfers: County Auditor, County Court, County Judge and Facilities Operations. Commissioner Walston** seconded the motion. All voted yes and none no. SEE ATTACHED

Bid for refurbishing the **Tyler County Office Complex** were opened on October 30, 2014. A motion was made by **Commissioner Nash** and seconded by **Commissioner Walston** to award the bid for construction to Cox Construction in amount of \$1,125,000.00, to be paid from Hurricane Emergency Disaster Relief. This will be three office complexes: Probation, office space for Justices of Peace/Courtroom and Commissioners. All voted yes and none no. SEE ATTACHED

A motion was made by **Judge Blanchette** to approve the CDBG Non-Entitlement Disaster Recovery Grant GLO Contract No. 10-5127-000-5109 Amendment No. 5-Round I Funding. **Commissioner Marshall** seconded the motion. All voted yes and none no. SEE ATTACHED

Commissioner Walston motioned to approve the **Official Bond** of Commissioner Hughes. **Commissioner Marshall** seconded the motion. All voted yes and none no. SEE ATTACHED BOND

A motion was made by **Commissioner Marshall** to approve the **Official Bond** for Judge Blanchette. **Commissioner Walston** seconded the motion. All voted yes and none no. SEE ATTACHED BOND

Commissioner Marshall motioned to approve the Change Order #4 for the Ike Round II recovery project- **Colmesneil VFD**. This is for plywood and upgrade in floor covering. The motion was seconded by **Commissioner Nash**. All voted yes and none no. SEE ATTACHED

Commissioner Nash motioned to approve the change in paving options for **Precinct #1 roads** under the Ike 2.2 grant. **Commissioner Marshall** seconded the motion. All voted yes and none no. SEE ATTACHED

Executive Session was not held.

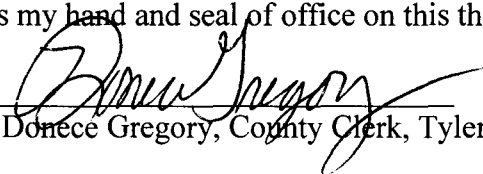
A motion was made by Commissioner Nash and seconded my Commissioner Marshall to adjourn the meeting. All voted yes and none no.

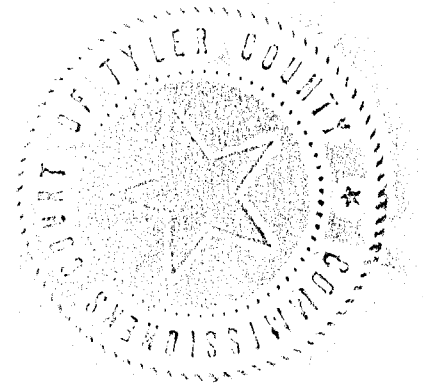
THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED: 9:00 a.m.

I, Donece Gregory, County Clerk and ex officio member of the Tyler County Commissioners Court, do hereby certify to the fact that the above is a true and correct record of the Tyler County Commissioners Court session held on November 3, 2014.

Witness my hand and seal of office on this the 6th day of November, 2014.

Attest:


Donece Gregory, County Clerk, Tyler County, Texas



**LINE ITEM TRANSFER-BUDGET AMENDMENT
2014**

Department & Fund: Auditor/General


Date: November 14, 2014

Honorable Commissioners' Court of Tyler County:

I submit to you for consideration the following:

Line Item#	Line Item	Budget	Amended	Increase/ (Decrease)
010-422-42100	Office Supplies	2,000.00	2,278.40	278.40
010-422-42500	Telephone	2,600.00	3,260.00	660.00
010-422-42650	Association Dues	280.00	-	(280.00)
010-422-42659	Training & Education	4,500.00	3,966.60	(533.40)
010-422-42900	Bonds	225.00	100.00	(125.00)

Reason: Invalid assumptions underlying budget estimates of receipts and disbursements


Jackie Skinner, County Auditor

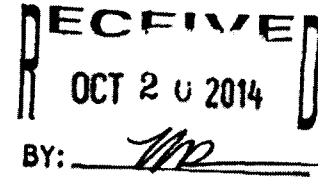
Approved Commissioner's Court


County Clerk

BID TABULATION																		
OWNER: Tyler County Texas PROJECT: Office Complex ARCHITECT: Kenneth M. Jones BID OPENING: October 28, 2014 at 3:00PM GOODWIN-LASITER #: 203035																		
CONTRACTOR	CALENDAR DAYS	ADDENDUM 1 & 2	BASE BID	ALTERNATE #1: Add County Commissioners	ADD DAYS	ALTERNATE #2: Add Justice of the Peace	ADD DAYS	ALTERNATE #3: Add Warehouse	ADD DAYS	ALTERNATE #4: Add New Facade Work	ADD DAYS	ALTERNATE #5: Add Exterior Painting	ADD DAYS	ALTERNATE #6: Add Insulation	ADD DAYS	FLOORING UNIT PRICE (POTENTIAL OF \$1,000.00)	TOTAL	TOTAL DAYS
Cox Construction	180	✓✓	\$ 572,000.00	\$ 215,000.00	30	\$ 202,000.00	30	\$ 20,000.00	10	\$ 75,000.00	15	\$ 19,000.00	0	\$ 22,000.00	10	\$ 0.82	\$ 1,125,000.00	275
Timberline Constructors	120	✓✓	\$ 656,000.00	\$ 218,945.00	30	\$ 221,358.00	30	\$ 21,000.00	14	\$ 63,250.00	30	\$ 19,600.00	14	\$ 34,250.00	14	\$ 1.10	\$ 1,234,403.00	252
Moore Building Associates	120	✓✓	\$ 673,000.00	\$ 210,000.00	60	\$ 214,000.00	30	\$ 14,000.00	20	\$ 76,000.00	30	\$ 14,000.00	0	\$ 48,800.00	20	\$ 1.15	\$ 1,249,800.00	280
J. E. Kingham Construction			no bid															
J. C. Lewis Construction			no bid															
Berry and Clay Construction			no bid															
Chance Construction			no bid															
Stewart Construction			no bid															



Texas General Land Office
Legal Services Division – MC 158
PO BOX 12873 / Austin, TX 78711-2873
512.463.9895 – katelyn.allen@glo.texas.gov



TRANSMITTAL OF DOCUMENTS – OCTOBER 10, 2014

The Honorable Jacques L. Blanchette
County of Tyler
100 W. Bluff St, Rm 102
Woodville, TX 75979

RE: GLO CONTRACT NO. 10-5127-000-5108 AMENDMENT NO. 5

Dear Judge Blanchette:

Enclosed concerning the GLO document referenced above are duplicate original documents. Please have them signed where indicated by an official authorized to bind your entity and return them both, directly to my attention, in the enclosed envelope. I will promptly return one fully-executed document for your files.

Please do not hesitate to contact me if you have any questions. I can be reached at (512) 463-9895 or by email at katelyn.allen@glo.texas.gov.

Best regards,

A handwritten signature in cursive script that reads "Katelyn Allen".

Katelyn Allen
Contract Specialist
GLO Legal Services Division

TEXAS GENERAL LAND OFFICE
LEGAL SERVICES DIVISION – MC 158
1700 N. CONGRESS AVENUE 78701 / PO BOX 12873 / AUSTIN, TX 78711-2873



**CDBG NON-ENTITLEMENT DISASTER RECOVERY GRANT CONTRACT
GLO CONTRACT NO. 10-5127-000-5108 – ROUND 1 FUNDING
AMENDMENT NO. 5**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The TEXAS GENERAL LAND OFFICE, (“GLO”) and the COUNTY OF TYLER (“Grantee”), parties to that certain Community Development Block Grant disaster recovery contract effective May 1, 2010, and denominated GLO Contract No. 10-5127-000-5108 (“Contract”) as amended, now desire to further amend the Contract.

WHEREAS, the parties desire to revise the Performance in order to more accurately reflect the project; and

WHEREAS, the parties desire to revise the Implementation Schedule and extend the Contract Period to allow for successful completion of the activities hereunder contemplated; and

WHEREAS, these revisions will result in no additional encumbrance of grant funds;

NOW, THEREFORE, the parties hereby agree to amend and modify the Contract as follows:

1. **SECTION 2** of the Contract, **CONTRACT PERIOD**, is hereby amended to reflect a termination date of December 31, 2014.
2. **EXHIBIT A-3** of the Contract, **Revised Performance Statements**, is hereby deleted and replaced by the **Revised Performance Statement**, attached hereto and incorporated herein for all purposes as **Exhibit A-4**.
3. **EXHIBIT E-1** of the Contract, **Revised Implementation Schedule**, is hereby deleted and replaced by the **Revised Implementation Schedule**, attached hereto and incorporated herein for all purposes as **Exhibit E-2**.
4. This Amendment No. 5 shall be considered effective as of July 31, 2014.
5. Except as amended and modified by this Amendment No. 5, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
6. Any further revisions to the Contract shall be by written agreement of the parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 5 TO
GLO CONTRACT No. 10-5127-000-5108
ROUND 1 FUNDING**

GENERAL LAND OFFICE

COUNTY OF TYLER

Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

By: _____
Name: _____
Title: _____

Date of execution: _____

Date of execution: _____

^{DE} JA LEGAL ^{DE} AM

PM ^{DE} SB

Deputy ^{DE} JB

AGC ^{DE} R

GC ^{DE} WA

EXHIBITS ATTACHED TO THIS AMENDMENT:

- EXHIBIT A-4 - REVISED PERFORMANCE STATEMENT**
- EXHIBIT E-2 - REVISED IMPLEMENTATION SCHEDULE**

EXHIBITS FOLLOW

REVISED PERFORMANCE STATEMENT
COUNTY OF TYLER

Grantee shall carry out the following activities in the target area identified in its 2008 Texas CDBG Disaster Recovery Supplemental Grant application to aid areas most impacted and distressed by Hurricanes Ike or Dolly. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. Grantee shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the Budget.

As a result of Hurricane Ike on September 13, 2008, the county's water facilities, fire stations, and justice center failed to function. The failure to function was due to loss of normal electrical power service for several days. The failure of these facilities to function threatened the public health, safety, and welfare of all served by these facilities due to lack of a potable water supply, lack of adequate shelter, and compromised emergency services. The county is in need of adequately-sized generators that will serve as a backup power supply to operate these facilities.

Also, as a result of Hurricane Ike, several roads and bridges were damaged by standing water, flying debris, heavy vehicles during debris removal, utility repair, and relief efforts that caused the roads to fail to function as the primary access for the area. The failure of the roads and bridges to function threatens the public health, safety, and welfare of all served by the roads and bridges due to uneven roadway surfaces, structurally damaged bridges, and impeded emergency vehicle access. The county is in need of infrastructure improvements including road repair and bridge replacement to ensure roadway function.

In addition, the Senior Citizen Center failed to function as an emergency shelter. The failure to function was due to a lack of adequate kitchen facilities and a lack of shower and sleeping facilities. The failure of the shelter to function threatens the public health, safety, and welfare of all served by the facility due to a lack of adequate shelter. The county is in need of expanded shelter facilities to ensure adequate emergency shelter.

Water Facilities-1a

Grantee shall purchase and install one (1) one hundred kilowatt (100 kW) permanently-affixed, natural gas-fueled generator with automatic transfer switch and associated appurtenances. Grantee shall construct a concrete pad for generator mounting and perform site work associated with construction. Installation of the backup generator will ensure continuous operation of the water plant and uninterrupted water service. Construction shall take place at the following locations:

<u>Water Facilities:</u>	<u>Location:</u>	<u>HUD Performance Measure:</u>	<u>Approximate Units:</u>
Chester Water Supply Corporation Water Plant #1	141 Cade Street Chester, Texas	Public Facilities	1

These activities shall benefit nine hundred twelve (912) persons, of which two hundred seventy-one (271), or twenty-nine percent (29%), are of low to moderate income.

Street Improvements-4

Grantee shall make the following repairs and improvements to approximately two hundred twenty-one thousand eight hundred and twenty linear feet (221,820 l.f.) of county roads at the following locations:

Location:	Activity:
<p>County Road 4260 (Seneca Road) Precinct 1 From Hillister to 6.5 miles south of Woodville. Length approximately 6.5 miles</p>	<p>Re-grade and re-compact ninety four thousand four hundred fourteen square yards (94,414 s.y.) of roadway, apply prime coat, place fifteen thousand two hundred ninety-one tons (15,291 tons) of two and one half inch (2.5 in.) oil-sand surface, and perform site work associated with construction. Special sub-grade stabilization is needed using Cement Treatment in the amount of fifty tons (50 tons) of material over four thousand seven hundred twenty-two square yards (4,722 s.y.) of sub-grade and re-prime four thousand seven hundred twenty-two square yards (4,722 s.y.) of MC-30 Prime Coat.</p>
<p>County Road 1205 (Tolar Road) Precinct 1 From U.S. Highway 69 to west of the Ivanhoe Area Length approximately 0.95 miles</p>	<p>Prepare twelve thousand three hundred five square yards (12,305 s.y.) of roadway, place two thousand fifty-two tons (2,052 tons) of four-inch (4 in.) compacted limestone road surfacing material, and perform site work associated with construction.</p>
<p>Spring Valley Road Precinct 2 - From U.S. Highway 69 to 1.8 miles north to the intersection with CR 1010. The project proceeds west from this intersection along CR 1010 for 1.0 miles. Another segment on CR 1010 commences at the intersection with CR 1020 and proceeds 0.4 miles east on County Road 1010. Length approximately 3.2 miles</p>	<p>Re-grade and re-compact forty two thousand two hundred forty-five square yards (42,245 s.y.) of roadway, apply prime coat and forty two thousand two hundred forty-five square yards (42,245 s.y.) of two inch (2 in.) hot mix asphalt surface, and perform site work associated with construction. Installation of nine thousand four hundred seventy one square yards (9,741 s.y.) of crushed limestone base is located on CR 1010 between the intersection of CR 1010 and CR 1020 then proceeding west 0.7 miles.</p>
<p>County Road 4950/ 4700 (Bottom Loop Road) Precinct 4 Length approximately 3.8 miles</p>	<p>Reclaim, re-grade and re-compact sixteen thousand nine hundred forty-five square yards (16,945 s.y.) of roadway, scarify, re-grade and re-compact twenty three thousand seven hundred nineteen square yards (23,719 s.y.) of roadway, apply prime coat over forty thousand six hundred sixty-four square yards (40,664 s.y.), place two and one half inches (2.5 in.) of oil sand over twenty three thousand seven hundred nineteen square yards (23,719 s.y.), place six inches (6 in.) of crushed limestone base over sixteen thousand nine hundred forty-five square yards (16,945 s.y.), place two-inches (2 in.) of HMAc over sixteen thousand nine hundred forty-five square yards (16,945 s.y.) and perform site work associated with construction.</p>

<u>Location:</u>	<u>Activity:</u>
County Road 4300 - Pope Mill Road - Precinct 1 - From FM 1746 to North Nursery Road. Length approximately 34,700 l.f. and 14 feet wide	Purchase and install approximately five thousand nine hundred sixty-five (5,965) tons of crushed limestone three-inch (3 in.) thick by force account as needed over approximately fifteen thousand six hundred thirty-four linear feet (15,634 l.f.) of roadway within the identified boundaries.
County Road 4280 - Spring Hill Road - Precinct 1 - From CR 4260 to CR 4300 approximately 29,700 linear feet and 14 feet wide	Purchase and install approximately seven thousand two hundred sixteen (7,216) tons of crushed limestone at varying thickness by using force account labor.
County Road 2050 - Tucker - Precinct 2 Approximately 8,400 linear feet and 13 feet wide	Purchase and install approximately one thousand eight hundred fifty (1,850) tons of three-inch (3 in.) thick crushed limestone by using force account labor.
County Road 2670 - G. Sittig - Precinct 2 - Approximately 14,300 linear feet and 15 feet wide	Purchase and install approximately three thousand six hundred twenty (3,620) tons of three-inch (3 in.) thick crushed limestone by using force account labor.
County Road 2100 - Old Livingston - Precinct 2 - Approximately 6,100 linear feet and 15 feet wide	Purchase and install approximately one thousand five hundred fifty (1,550) tons of three-inch (3 in.) thick crushed limestone by using force account labor.
County Road 2650 - Barnes - Precinct 2 Approximately 13,200 linear feet and 15 feet wide	Purchase and install approximately three thousand three hundred fifty (3,350) tons of three-inch (3 in.) thick crushed limestone by using force account labor.
County Road 2600 - Seamans - Precinct 2 Approximately 8,700 linear feet and 15 feet wide	Purchase and install approximately two thousand two hundred (2,200) tons of three-inch (3 in.) thick crushed limestone by using force account labor.
County Road 1120 - McKee - Precinct 2 Approximately 3,000 linear feet and 14 feet wide	Purchase and install approximately seven hundred ten (710) tons of three-inch (3 in.) thick crushed limestone by using force account labor.
County Road 4900 - Fowler - Precinct 4 Approximately 1.3 miles	Purchase approximately 700 barrels of road oil to prepare and install oil sand surface by using force account labor.
County Road 4653 - Fred Sch. - Precinct 4 Approximately 0.5 miles	Purchase approximately 300 barrels of road oil to prepare and install oil sand surface by using force account labor.
County Road 4740 - Eason - Precinct 4 Approximately 0.4 miles	Purchase approximately 300 barrels of road oil to prepare and install oil sand surface by using force account labor.
County Road 4660/4625 - Precinct 4 Approximately 1.1 miles	Purchase approximately 600 barrels of road oil to prepare and install oil sand surface by using force account labor.
County Road 4772 - Yaupon - Precinct 4 Approximately 0.8 miles	Purchase approximately 400 barrels of road oil to prepare and install oil sand surface by using force account labor.
County Road 4309 - Pope Mill - Precinct 4 Approximately 1.0 miles	Purchase approximately 600 barrels of road oil to prepare and install oil sand surface by using force account labor.

Grantee shall remove the existing county timber bridges and install a new bridge structure including pilings, abutments, beams, traffic railings, slab, and roadway approach reconstruction at the following locations:

Location:	Activity:
Precinct 3: County Road 3625 - Ebenezer Road Bridge: 40 foot long X 24 foot wide	Remove and reconstruct a one thousand forty square foot (1,040 s.f.) bridge.
Precinct 3: County Road 3630 - Wolf Creek Bridge #1 40 foot long X 24 foot wide	Remove and reconstruct a one thousand forty square foot (1,040 s.f.) bridge.
Precinct 3: County Road 3630 - Wolf Creek Bridge #2 30 foot long X 24 foot wide	Remove and reconstruct a seven hundred eighty square foot (780 s.f.) bridge.
Precinct 3: County Road 3725 - Hopson Mill Bridge 40 foot long X 24 foot wide	Remove and reconstruct a one thousand forty square foot (1,040 s.f.) bridge.
Precinct 3: County Road 3725 - Pamplin Road Bridge 60 foot long X 24 foot wide	Remove and reconstruct a one thousand five hundred sixty square foot (1,560 s.f.) bridge.
Precinct 4: County Road 4375 - Moss Road Bridge 40 foot long X 24 foot wide	Remove and reconstruct a one thousand forty square foot (1,040 s.f.) bridge.
Precinct 4: County Road 4600 - Pump Station Road 100 foot long X 24 foot wide	Remove and reconstruct a two thousand six hundred square foot (2,600 s.f.) bridge.
Precinct 4: County Road 4875 - Midway Road Bridge 60 foot long X 24 foot wide	Remove and reconstruct a one thousand five hundred sixty square foot (1,560 s.f.) bridge.
Precinct 3: County Road 3725 - Pamplin Road Bridge #2 60 foot long X 26 foot wide	Remove and reconstruct a one thousand five hundred sixty square foot (1,560 s.f.) bridge.

In addition, grantee shall remove an existing timber bridge and construct a twenty-six linear foot (26 l.f.) concrete box culvert with a four-inch (4 in.) concrete seal slab and two (2) concrete wing walls. Grantee shall scarify, shape, and compact approximately two hundred linear feet (200 l.f.) of roadway and purchase and install four hundred fifty square yards (450 s.y.) each of Hot Mix Asphalt Concrete (HMAC) base and surface, traffic railing, four (4) metal beam guard fence terminal anchors, twenty-five square yards (25 s.y.) of rock riprap, and perform site work associated with construction. Construction shall take place on County Road 4600 in Precinct 4.

Grantee shall remove existing culverts and install new tank car culvert, pipe bedding and backfill, headwalls, terminal anchors and guard railing, and perform site work associated with construction on County Road 3380 in Precinct 3.

The repairs and reconstruction will restore and ensure the function of the roads and bridges.

These activities shall benefit nine thousand three hundred nineteen (9,319) persons, of which three thousand seven hundred sixty-eight (3,768), or forty percent (40%), are of low to moderate income.

Neighborhood Facilities/ Community Centers-6

Grantee shall make renovations to the community center to enable the building to function as an emergency shelter. Grantee shall furnish a portion of the existing structure for use as a restroom and shower facility that meets ADA standards. Grantee shall improve and enlarge the kitchen, install permanent folding partitions to be used as sleeping quarters, and install perimeter fencing and gates. The improvements will provide a secure emergency shelter with shower and sleeping facilities, and adequate sanitary and food storage facilities. Construction shall take place at the following locations:

<u>Neighborhood Facilities/ Community Centers:</u>	<u>Location:</u>	<u>HUD Performance Measure:</u>	<u>Approximate Units:</u>
Senior Citizens Center	201 Veterans Way Tyler County, Texas	Public Facilities	1

These activities shall benefit nineteen thousand two hundred ninety-five (19,295) persons, of which eight thousand one hundred fifteen (8,115), or forty-two percent (42%), are of low to moderate income.

Fire Protection Facilities and Equipment-10

Grantee shall purchase and install permanently-affixed generators with manual transfer switches and associated appurtenances. Grantee shall construct a concrete pad for generator mounting and perform site work associated with construction. Construction shall take place at the Volunteer Fire Department (VFD) stations at the following locations:

<u>Location:</u>	<u>Generator Size:</u>	<u>HUD Performance Measure:</u>	<u>Approximate Units:</u>
Fred VFD - 20707 FM 92	One (1) twenty kilowatt (20 kW) diesel-fueled generator.	Public Facilities	1
Spurger VFD - 111 County Road 4433	One (1) forty-five kilowatt (45 kW) diesel-fueled generator.	Public Facilities	1
Dam B VFD - 1343 FM 92	One (1) thirty kilowatt (30 kW) propane-fueled generator.	Public Facilities	1
Warren VFD - 221 County Road 1550	One (1) thirty kilowatt (30 kW) propane-fueled generator.	Public Facilities	1
Ivanhoe VFD - 611 Friar Tuck	One (1) twenty kilowatt (20 kW) propane-fueled generator.	Public Facilities	1
White Tail Ridge VFD - 2204 County Road 2200	One (1) twenty-five kilowatt (25 kW) propane-fueled generator.	Public Facilities	1
Wildwood VFD - 404 West Wildwood Drive	One (1) twenty kilowatt (20 kW) propane-fueled generator.	Public Facilities	1

Installation of the backup generators will ensure continuous operation of the fire station.

These activities shall benefit sixteen thousand two hundred thirty-seven (16,237) persons, of which six thousand six hundred fifteen (6,615), or forty percent (40%), are of low to moderate income.

Specially Authorized Public Facilities and Improvements-14

Grantee shall purchase and install one (1) one hundred fifty kilowatt (150 kW) permanently-affixed, diesel-fueled generator with automatic transfer switch and associated appurtenances. Grantee shall construct a concrete pad for generator mounting and perform site work associated with construction. Installation of the backup generator will ensure continuous operation of the justice center and adequate sanitary and food storage facilities. Construction shall take place at the following locations:

<u>Specially Authorized Public Facilities and Improvements:</u>	<u>Location:</u>	<u>HUD Performance Measure:</u>	<u>Approximate Units:</u>
Tyler County Justice Center	702 N. Magnolia Woodville, Texas	Public Facilities	1

These activities shall benefit nineteen thousand two hundred ninety-five (19,295) persons, of which eight thousand one hundred fifteen (8,115), or forty-two percent (42%), are of low to moderate income.

Acquisition-24

Grantee shall acquire easements as needed to accommodate the Senior Citizen Center building addition. Grantee shall carry out all acquisition of needed real property, easements, and/or rights-of-way in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*) and HUD implementing regulations (24 CFR Part 42).

Engineering-30

Grantee shall ensure the amount of funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services, does not exceed the amount specified for engineering in the Budget.

Planning / Project Delivery-33

Grantee shall ensure the amount of funds expended for all eligible project-related "planning / project delivery" administration activities, including the required annual program compliance and fiscal audit, does not exceed the amount specified for Planning / Project Delivery in the Budget.

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County of Tyler - Overall Grantee Contract

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Engineering Activities																									
Complete Preliminary Eng. / Arch.																									
Complete Design Survey																									
Complete Plans and Specs																									
Bid and Award Construction Contract																									
Start Construction																									
Construction Complete/Close Out																									

County of Tyler - Overall Grantee Contract

	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
Engineering Activities																								
Complete Preliminary Engineering																								
Complete Design Survey																								
Complete Plans and Specs																								
Bid and Award Construction Contract																								
Start Construction																								
Construction Complete/Close Out																								

County of Tyler - Overall Grantee Contract

	49	50	51	52	53	54	55	56
Engineering Activities								
Complete Preliminary Engineering								
Complete Design Survey								
Complete Plans and Specs								
Bid and Award Construction Contract								
Start Construction								
Construction Complete/Close Out								

Water Facilities-1a – Chester WSC Water Plant (125kW Backup Generator)

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Engineering Activities																									
Complete Preliminary Engineering																									
Complete Design Survey																									
Complete Plans and Specs																									
Bid and Award Construction Contract																									
Start Construction																									
Construction Complete																									

Street Improvements-4 – County Road Reconstruction and Bridge Replacement

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Engineering Activities																									
Complete Preliminary Engineering																									
Complete Design Survey																									
Complete Plans and Specs																									
Bid and Award Construction Contract																									
Start Construction																									
Construction Complete																									

Street Improvements-4 – Precinct 1, 2, 3, 4

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Engineering Activities																									
Complete Preliminary Engineering																									
Complete Design Survey																									
Complete Plans and Specs																									
Bid and Award Construction Contract																									
Start Construction																									
Construction Complete																									

Street Improvements-4 – Precinct 1, 2, 3, 4

	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	
Engineering Activities																									
Complete Preliminary Engineering																									
Complete Design Survey																									
Complete Plans and Specs																									
Bid and Award Construction Contract																									
Start Construction																									
Construction Complete																									

Neighborhood Facilities/Community Centers-6 – Senior Citizens Center/ Shelter Addition

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Engineering Activities																									
Complete Preliminary Engineering						■																			
Complete Design Survey						■																			
Complete Plans and Specs																									
Bid and Award Construction Contract																									
Start Construction																									
Construction Complete																									

Fire protection Facilities-10 – County Volunteer Fire Departments (Backup Generators)

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Engineering Activities																									
Complete Preliminary Engineering		■	■	■																					
Complete Design Survey		■	■	■	■																				
Complete Plans and Specs																									
Bid and Award Construction Contract																									
Start Construction																									
Construction Complete																									

Specially Authorized Public Facilities-14 – Tyler County Justice Center (250 kW Backup Generators)

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Engineering Activities																									
Complete Preliminary Engineering																									
Complete Design Survey																									
Complete Plans and Specs																									
Bid and Award Construction Contract																									
Start Construction																									
Construction Complete																									



STATEMENT OF OFFICER

Statement

I, **Jacques L. Blanchette**, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

County Judge
Position to Which Elected/Appointed

TYLER COUNTY
County

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

12/10/14
Date

Jacques L. Blanchette
Signature of Officer

Revised 10/2011

NO. _____ TIME 9:15

DEC 10 2014

DONNA M. GARY, COUNTY CLERK
TYLER COUNTY, TEXAS
By [Signature]

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Tyler } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 70210579

That we, Jacques Lee Blanchette, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto¹ County Treasurer, his successors in office, in the sum of ²Fourteen Thousand and 00/100 DOLLARS (\$14,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 27th day of August, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, _____, duly elected to the office of Judge in and for ³Tyler (Elected—Appointed) County, State of Texas, for a term of four years commencing on the 1st day of January, 2015.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴ pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes.

then this obligation to be void, otherwise to remain in full force and effect.

~~PROVIDED, HOWEVER~~, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

~~PROVIDED FURTHER~~, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

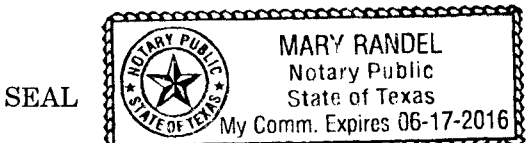
Jacques Lee Blanchette Principal
WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Texas } ss

Before me, Mary Randel on this day, personally appeared Jacques Lee Blanchette, known to me to be the person whose name is 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 at Woodville, Texas, this 3rd day of November, 2014.



Mary Randel
Tyler County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, Jacques L. Blanchette, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of County Judge, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed Jacques L. Blanchette

Sworn to and subscribed before me at Woodville, Texas, this _____ day of January, 2015.

Earl Sweto

SEAL

Tyler County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

The foregoing bond of Jacques Lee Blanchette as County Judge in and for Tyler County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Donece Gregory Clerk
Donece Gregory
County Court Tyler County

Date November 3, 2014
Jacques L. Blanchette Judge,
Tyler County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

I, Donece Gregory, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 27th day of August, 2014, with its certificates of authentication, was filed for record in my office the 3rd day of November, 2014, at 3:00 o'clock P. M., and duly recorded the _____ day of _____, at _____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____ Woodville, Texas, the day and year last above written.

Donece Gregory Clerk

By _____ Deputy County Court Tyler County

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000.- 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.
4. Conditions.

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)


STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

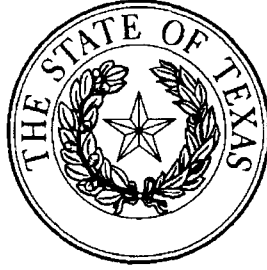
Before me, a Notary Public, in and for said County and State on this 27th day of August, 2014, personally appeared Paul T. Bruflat to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



S. Eich
Notary Public

My Commission Expires February 12, 2015

 Western Surety Company	OFFICIAL BOND AND OATH	On Behalf of	Principal	Official Title	Texas	Filed the _____ day of _____,	at _____ o'clock _____ M.	Clerk	County Court _____ County, Texas



STATEMENT OF OFFICER

Statement

I, James "Rusty" Hughes, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Commissioner, Pct. #2
Position to Which Elected/Appointed

TYLER COUNTY
County

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

12-29-2014
Date

Rusty Hughes
Signature of Officer

Texas



NO. _____ TIME 2:30

Western Surety Company

OCT 16 2014
DONECE GREGORY, COUNTY CLERK
TYLER COUNTY, TEXAS
By: [Signature]

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Tyler County Pct #2 } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 62191611

That we, James T. Hughes, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto County Treasurer, his successors in office, in the sum of Fourteen Thousand and 00/100 DOLLARS (\$14,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 16th day of October, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 4th day of March, 2014, duly Elected (Elected—Appointed) to the office of County Commissioner in and for Tyler County Pct #2 County, State of Texas, for a term of 4 years commencing on the 1st day of January, 2015.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴ faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

James T. Hughes Principal
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

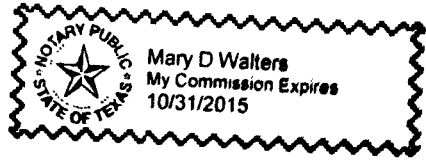
THE STATE OF TEXAS

County of TYLER } ss

Before me, Mary D. Walters on this day, personally appeared James T. Hughes, known to me to be the person whose name is 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 at Woodville, Texas, this 17th day of October, 2014.

SEAL



Mary D. Walters
TYLER County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, James T. Hughes, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Commissioner, Pct. 2, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed Rusty Hughes

Sworn to and subscribed before me at Woodville, Texas, this _____ day of _____.

SEAL

Jacques J. V. Sanchetti
Tyler County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

The foregoing bond of James T. Hughes as
Commissioner, Pct. 2 in and for Tyler County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST: Donece Gregory Clerk
Donece Gregory
County Court Tyler County

Date 12/29/14,
Jacques L. Blanchette County Judge,
Jacques L. Blanchette
Tyler County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

I, Donece Gregory, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the 16th day of October, 2014, with its certificates of
authentication, was filed for record in my office the _____ day of November, 2014, at
11:00 o'clock A. M., and duly recorded the _____ day of November, 2014, at
2:00 o'clock P. M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in Woodville,
Texas, the day and year last above written.

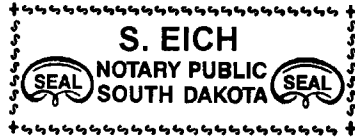
By _____ Deputy

Donece Gregory Clerk
Donece Gregory
County Court Tyler County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

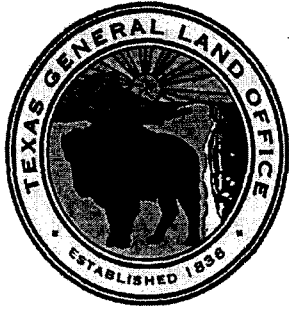
STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 16th day of October,
2014, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



My Commission Expires February 12, 2015

S. Eich
Notary Public



**Texas General Land Office
Disaster Recovery**

**Construction Contract Change Order Request
Form**

Engineer: Goodwin-Lasiter-Strong 1609 South Chestnut, Suite 202 Lufkin, Texas 75901 Phone No.: (936) 637-4900	Owner Tyler County 300 W. Bluff Woodville, TX 75979 Phone No.: (409) 283-7013	Contractor: Cox Contractors, Inc. 4720 E. Main Nacogdoches, Texas 75961 Agreement Date: 12/13/13 Phone No.: (936) 564-6500
Date: 10/21/14 Project Code No.: 203033 Bid Package No.: 3	Contract For (Project Description): Colmesneil Volunteer Fire Department	GLO Contract No.: 220191 Change Order No.: 004

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
1	Add paint to shop plywood walls		\$300.00
2	Add epoxy flooring		\$ 15,300.00

<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>	
Original Contract Price:	\$ 412,100.00	Original Contract Time:	180 days
Previous Change Order(s): No. 1 to No. 3	\$ 15,745.40	Net Change From Previous Change Orders:	92 days
Contract Price Prior to this Change Order:	\$ 427,845.40	Contract Time Prior to this Change Order:	272 days
Net Increase/Decrease of this Change Order:	\$ 15,600.00	Net Increase/Decrease of this Change Order:	70 days
Contract Price With all Approved Change Orders:	\$ 443,445.40	Contract Time With all Change Orders:	342 days
Cumulative Percent Change in Contract Price (+/-):	7.60%	Grantee Contract End Date: (mm/dd/yy)	12/31/15
Construction Contract Start Date: (mm/dd/yy)	02/10/14	Construction Contract End Date: (mm/dd/yy)	01/18/15

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.
 * This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.

RECOMMENDED:

By: *K. Jones*
 ENGINEER

Date: 10/29/14

APPROVED:

By: _____
 OWNER

Date: _____

ACCEPTED:

By: _____
 CONTRACTOR

Date: _____

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries?	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
If there is a change, how many beneficiaries will be affected?	Total _____ L/M _____		
2. Effect of this change on scope of work:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
3. Effect on operation and maintenance costs:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If "No", explain:	The originally specified floor finish was omitted and replaced with a more expensive, higher performance floor system that better suites the needs of the owner.		
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If "Yes", is an Environmental Re-assessment required?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
7. Is the TCEQ permit approval still valid? (sewer projects only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
8. Are the handicapped access requirements/approval still valid? (if applicable)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
9. Are other Disaster Recovery contractual special condition clearance still valid?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
(If no, specify):			

NOTE:

* Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% decrease for counties).



October 30, 2014

Tyler County
100 West Bluff
Woodville, Texas 75979
Via Email: judge@co.tyler.tx.us

Attn: Judge Blanchette & Commissioners

RE: **Tyler County Ike 2.2 Disaster Recovery Project #1 Roads (Precinct 1)**
DRS 220191 / 13-176-000-7289

Gentlemen:

Pursuant to the request of Commissioner Nash, we were directed to consider an alternative to the originally planned construction work on CR 1325 and MLK Road. Below is a general comparison of what Mr. Nash's requested change in scope vs. the original approved plans and specifications.

BACKGROUND

The length of these two roads is 32,200 LF. We were requested to design an adequate paving option under existing budgetary constraints due to the length of requested road work.

We would normally recommend using subgrade stabilization, limestone base and HMAC surface. However, because of limitations in budget and the County's desire to provide more linear feet of finished paved surfaces, we developed a less expensive option, with the County's understanding that the quality and design life of this paving option will be much less than the design we normally recommend.

As we explained to the County Commissioners during the application phase of the Ike 2.2 Program, if our normal heavier cross section were used, we estimated that about 12,600 LF of roads could be done (40% of what is now planned). This lesser length was not acceptable to the County. In order to accomplish more paved footage and stay within the budgeted funds, the reclaiming option was planned to offer some improvement to the roads, albeit with reduced quality and design life.

ORIGINAL APPROVED PLANS

The following is a synopsis of the original paving application approved by the Commissioners Court:

1. Blade undesirable material (dirt, grass, etc.) off front slope of ditches to edge of pavement.
2. Pulvermix, Shape and Compact existing roadway materials (reclaiming).
3. Place MC-30 Asphaltic Prime coat on compacted roadway.
4. Place and compact 2-inches of TxDOT Type "D" HMAC Surface. On these particular roads, Oil-Sand is more compatible to the reclaiming option, but the County insisted on using HMAC.



PROPOSED CHANGE TO PLANS

1. I received a telephone call from Commissioner Nash on Monday, October 27, 2014 requesting that the reclaiming work be removed from the scope and be replaced by spot repairs to base and asphaltic surface using hot-mixed asphaltic concrete including a 1-inch level-up layer to form an even crown. His concern is that if the roadway's current seal coat is "broken" it will create a messy situation with compaction of the open subgrade, especially when rainfall occurs.
2. The other items listed in the Plans remain un-changed.
3. Our concern is that more than normal surface distresses (stress cracking and reflection cracking) are possible using this option. Commissioner Nash understands this, and wants to proceed with the change. Ultimate performance of this paving option will depend upon weather and encountered soil conditions during construction.

I spoke with Dennis Ku, Program Manager for the General Land Office (GLO) to see if this change was still a fundable activity. He said that it is.

In summary, no pavement is crack "proof", simply because man-placed layers are constructed upon the earth which can shrink and swell at depths not impacted by roadway construction. In speaking with the Commissioner, he understands that and agreed that his forces will be responsible for crack sealing, if cracks occur, and maintenance of these roads.

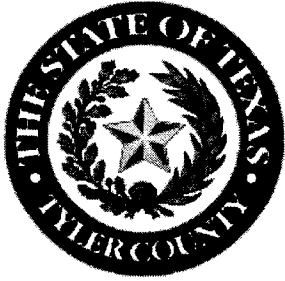
As with all flexible pavement systems, the paving stability is a function of and subject to wet / dry conditions due to fluctuations in rainfall over the life of the pavement.

We request that consideration and approval/disapproval of this change be included on your next available Commissioner's Court Agenda.

Sincerely,

Pat G. Oates, P.E.
Engineering Director

Cc: *Mary Randal, Judge's Office (via email mrandel.cojudge@co.tyler.tx.us)*
County Commissioners, via email
David Waxman, David J. Waxman, Inc. (via email davidjwaxman@sbcglobal.net)
L.L. Mathews, Jr., Mathews-APAC (via email)



TYLER COUNTY COMMISSIONERS COURT
County Courthouse, Room 101 / Woodville, Texas

Monday
November 3, 2014
8:30 AM

MARTIN NASH
Commissioner, Pct. 1

RUSTY HUGHES
Commissioner, Pct. 2

JACQUES L. BLANCHETTE
County Judge

MIKE MARSHALL
Commissioner, Pct. 3

JACK WALSTON
Commissioner, Pct. 4

NOTICE Is hereby given that a *Special Meeting* of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed;

Amended Agenda

"to get something you've never had, you've got to do something you've never done" Anonymous

➤ **CALL TO ORDER** JB called to order

- Establish quorum

I. CONSIDER/APPROVE

A. Budget amendments/line item transfers - J. Skinner - MN motion to approve JW
2nd motion, all in favor motion carries -

B. Awarding bids for construction on 201 N Charlton property - M. Nash known as TC office
Complex - MN open bids table - Helen. Coy Construction
motion to use Coy MN, 2nd JW. Motion approved

C. CDBG Non-Entitlement Disaster Recovery Grant GLO Contract No. 10-5127-000-5109 all in favor
- Amendment No. 5 - Round I Funding - J. Blanchette from Ben Kane office - \$6 funding,
JB motion MM 2nd all in favor carries -

D. Bond for Rusty Hughes, Tyler County Commissioner, Precinct #2 - D. Gregory
motion to approve JW MM 2nd all in favor carries

E. Bond for Jacques L. Blanchette, Tyler County Judge - D. Gregory
motion JB - JW 2nd all in favor carries

F. Change Order #4 for Ike Round II recovery project - Colmesneil VFD - M. Marshall
- flooring + plywood AM motion MN 2nd All in favor carries

G. Proposed change in paving options for Precinct 1 roads under the Ike 2.2 grant - M. Nash
- changes to elevations, MN - MM 2nd
motion carries

II. EXECUTIVE SESSION

Consult with District Attorney and/or his legal staff in executive session held in accordance with Texas Government Codes 555.071(1)(A), (2) regarding pending and/or contemplated litigation, and/or 551.074, regarding personnel matters, and/or property acquisition.

➤ **ADJOURN**

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice at the Tyler County Courthouse in a place readily accessible to the general public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Section 551.002 & 551.041.

Executed on November 3, 2014 Time 8:30AM

Donece Gregory, County Clerk/Ex Officio Member of Commissioners Court

By: *Katrina Watson* (Deputy)



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texa.

Monday
November 3, 2014
8:30 AM

MARTIN NASH
Commissioner, Pct. 1

RUSTY HUGHES
Commissioner, Pct. 2

JACQUES L. BLANCHETTE
County Judge

MIKE MARSHALL
Commissioner, Pct. 3

JACK WALSTON
Commissioner, Pct. 4

NOTICE Is hereby given that a *Special Meeting* of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed;

Amended Agenda

" to get something you've never had, you've got to do something you've never done" Anonymous

➤ CALL TO ORDER

- Establish quorum

I. CONSIDER/APPROVE

- A. Budget amendments/line item transfers** – *J. Skinner*
- B. Awarding bids** for construction on 201 N Charlton property – *M. Nash*
- C. CDBG Non-Entitlement Disaster Recovery Grant GLO Contract No. 10-5127-000-5109**
Amendment No. 5 – Round I Funding – *J. Blanchette*
- D. Bond for Rusty Hughes**, Tyler County Commissioner, Precinct #2 – *D. Gregory*
- E. Bond for Jacques L. Blanchette**, Tyler County Judge – *D. Gregory*
- F. Change Order #4 for Ike Round II recovery project** – Colmesneil VFD – *M. Marshall*
- G. Proposed change in paving options for Precinct 1 roads under the Ike 2.2 grant** – *M. Nash*

II. EXECUTIVE SESSION

Consult with District Attorney and/or his legal staff in executive session held in accordance with Texas Government Codes 555.071(1)(A), (2) regarding pending and/or contemplated litigation, and/or 551.074, regarding personnel matters, and/or property acquisition.

➤ ADJOURN

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Executed on October 2014 Time 3:15 PM

Donece Gregory, County Clerk/Ex Officio Member of Commissioners Court

By: *Janet Brown* (Deputy)