

October 24, 1994, the Sabine County Commissioner's Court met in a regular meeting. The following members were present:

John L. Hyden	County Judge
Keith Clark	Commissioner Pct. #1
Lynn Smith	Commissioner Pct. #2
Carolyn White	Commissioner Pct. #3
Chester D. Cox, Sr.	Commissioner Pct. #4
Janice McDaniel	County Clerk

Judge Hyden called the meeting to order at 8:35 A.M.

Bro. Clarence Howell led the opening prayer.

Agenda item #7-Tammy Reeves Tax Collector-Certificate

Judge Hyden made the motion that the Court accept and recognize the certificate certifying that Tammy J. Reeves is a registered Tax Assessor/Collector. Commissioner Clark seconded. All voted for. Motion carried. See attached exhibit.

Mrs. Reeves have her report for the month of September and her end of year report. Judge Hyden made the motion that the report be accepted. Commissioner White seconded. All voted for. Motion carried. Reports can be reviewed in Mrs. Reeves office.

Agenda item #1-General Business

Commissioner Clark made the motion to approve the minutes as read. Commissioner Smith seconded. All voted for. Motion carried.

Under general business, Commissioner Smith told the Court that he had ordered a bucket for the gradall.

Judge Hyden ask Commissioner Clark if his business with the Courthouse is proceeding as planned. Commissioner Clark stated yes. Commissioner Clark is the person in charge of the maintenance of the Courthouse.

Agenda item #4-Review of Flood Damage to Roads and Bridge Applicable Action-
RE: FEMA

Judge Hyden told the Court that he put this item on the agenda just to remind them to take a close look at their bridge for damages suffered that can be directly attributed to the flooding. This will take strong documentation and about 30 pages of papers to be filed. There is also a number of other programs available to the public under FEMA. Discussion only. No action taken.

Agenda item #1-General Business

J.P. #1, Pl.1, Thomas Hamilton gave his report for September and Judge Hyden read J.P. #1 Pl.2, Jimmy Clark's report, which was turned in by Judge Hamilton. Judge Hyden made the motion that the reports be accepted and approved. Commissioner Smith seconded. All voted for. Motion carried. Reports can be reviewed in JP' s office.

Judge Hyden informed the Court at this time that the Computer equipment for the integrated system should be arriving sometime this week.

Agenda item #3-Select Engineering and Administrative Firms for Urgent Need Grant-
First Time Water Service

Randy Blanks, David Waxman and Pat Oakes all vorked on this grant along with the County for the community known as the Daniels Community for first time water service. The number of the code that allows the Coounty under the urgent need to skip the RFP's is #A-102. Judge Hyden made the motion that an agreement and contract be entered into for the administrative services for this Urgent Need Grant with David J. Waxman and the engineering services as provided by Goodwin, Lassiter and Associates. This motion is contingent upon the fact that the Court is using the non-competitive negotiation as part of the A-102 attachment of the Department of Housing and Community affairs procurement process which is allowable under these Urgent Need Grants. Commissioner Clark seconded. All voted for. Motion carried. See attached exhibits.

Second motion by Judge Hyden is that the Commissioners' Court authorize the County Judge to sign on behalf of the County, both of these agreements. Commissioner Smith seconded. All voted for. Motion carried.

Agenda item #5-Consideration of Application to Texas Water Development Board-
Funding for Facility Planning under EDAP

Judge Hyden stated that each of the Commissioners' have been involved in working with this. It has a total budget of about \$387,650.00, number of dwellings to be served is 3,398. It covers the areas of Brookeland, Bronson and from one end of this lake to the other in specific areas for first time water service and sewer service. Under the criteria that has to be met, the County is probably not going to qualify, but if the County is going to participate in this and get any benefits, it has to be filed no later than October 31, 1994. It requires in kind services but because of the lack of reserves in cash, the County will not be required to make a cash contribution. Commissioner Smith made the motion to proceed with the project. Commissioner White seconded. All voted for. Motion carried. Total grant of \$435,105.00. Judge Hyden made the motion to adopt the resolution. Commissioner Smith seconded. All voted for. Motion carried. See attached exhibit.

Agenda item #2- Appointment of Directors of Child Protective Service

After discussion, Judge Hyden made the motion to delay appointments until the November 14th Court meeting. Commissioner Smith seconded. All voted for. Motion carried.

Agenda item #6-Mr. Blackburn and Mr. Rott

Mr. Blackburn and Mr. Rott ask the Court to re-open the road which is old Hyw. 96 in Brookeland where the road goes down to the Sam Rayburn lake and the gate be removed. Also the dump built by the Corp of Engineers removed.

The Commissioners' Court told Mr. Blackburn that the road had been donated to the Corp of Engineers from the State Hwy. Dept. and all action that has previously been taken has been invalid. Mr. Blackburn told the Court that they had been in touch with the Corp of Engineers and the Corp would be willing to give the road to the County if a letter is written requesting this. Judge Hyden said that three things would have to be done: first-vote for the Court affirming that they will accept the road as a County road if the Corp of Engineers releases it to the County; second-a vote authorizing the Judge to request the same from the Corp of Engineers, this gets it back into the County; third-vote for the Court whether or not the road is open. Commissioner Smith stated that he thinks this item should be postponed until the new Commissioner of Pct. 3 takes office in approximately 3 weeks.

Commissioner White made a motion to appoint the County Judge to write the letter to the Corp of Engineers advising them that the County is willing to accept that road proceeding North from Iles store to the lake as a County road contingent upon their transferring title of same to the County. Judge Hyden seconded. Commissioner White and Commissioner Clark voted for. Commissioner Smith and Cox voted against. Judge Hyden broke the tie with a vote for. Motion carried.

Agenda item #2-Appointment of Directors of Child Protective Service

Commissioner Clark made the motion to bring this agenda item back before the Court. Commissioner White seconded. All voted for. Motion carried. This is to be deleted from the November 14th Court meeting.

Each Commissioner had turned in to Judge Hyden a list of names of their choice of people to replace the positions being vacated on the Board. Judge Hyden called for a second vote of the Court to break a tie between James Hoyle, Susan West and Susan Ezernack for two names out of the three. Members selected by vote of the Court is Ed Berry, James Hoyle, Susan West and Helen Hyden. Commissioner Smith made the motion to approve and accept the nominations. Commissioner Clark seconded. All voted for. Motion carried. This is for a 3 year term.

Agenda item #8-Pay Accounts and Salaries

Commissioner Smith made the motion to pay accounts and salaries. Commissioner Clark seconded. All voted for. Motion carried.

Agenda item #1- General Business

Sheriff Bradberry gave his report for the month of September '94. Commissioner Clark made a motion to approve the report. Commissioner Smith seconded. All voted for. Motion carried.

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STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of OCTOBER 24, 19 94
between SABINE COUNTY, TEXAS, Oak at Main Street, P. O. Box 716, Hemphill, Texas
75948 (OWNER) and GOODWIN-LASITER, INC., 1609 S. Chestnut, Suite 202, Lufkin,
Texas 75901 (ENGINEER).

OWNER intends to provide first time water service to sixteen (16) homes in the Daniel Community (F.M. 944). The proposed project includes the construction of 17,500 linear feet of three-inch (3") water line, 800 linear feet of two-inch (2") water line, 4,000 linear feet of one-inch (1") service line, 100 linear feet of six-inch (6") steel casing (bored), 60 linear feet of six-inch (6") steel casing (creek crossing), 50 linear feet of three-inch (3") steel casing (bored), one (1) interconnect with the City of Hemphill line, four (4) three-inch (3") gate valves and box, two (2) two-inch (2") gate valves and box, three (3) two-inch (2") flush valves and box, eight (8) extended service reconnections, fifteen (15) short water service taps, one (1) long water tap, nine (9) post-mounted valve markers, sixteen (16) membership fees, 200 linear feet of asphalt pavement repair and drainage ditches regrading after completion of the construction.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION I—BASIC SERVICES OF ENGINEER

1.1. General.

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

1.2. Study and Report Phase.

After written authorization to proceed, ENGINEER shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or

services of the types described in paragraph 3.3, and act as OWNER's representative in connection with any such services.

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

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

1.2.5. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations with opinions of probable costs for the Project, including Construction Cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

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

The duties and responsibilities of ENGINEER during the Study and Report Phase are amended and supplemented as indicated in paragraph 2 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

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 extent 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 Project Costs.

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

The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in paragraph 3 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

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 and the revised opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings to show the character and extent of 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 apply for 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 the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, 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.

The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemented as indicated in paragraph 4 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

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, materials, equipment and services.

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 bidding documents.

1.5.3. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

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

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in paragraph 5 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

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 No. 1919-3, (1978 edition). The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided in paragraph 6 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" and except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.6.2. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be re-

sponsible 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). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

1.6.3. Review and approve (or take other appropriate action in respect of) 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 each 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 (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); 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); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; 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 ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accom-

panying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such 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 recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

1.6.6. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.6.5.

1.6.7. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1 thru 1.6.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.

SECTION 2—ADDITIONAL SERVICES OF ENGINEER

2.1. General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and

audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.8. Services resulting from the award of more separate prime contracts for construction, materials, equipment or services for the Project than are contemplated by paragraph 5.1.1.2, and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.

2.1.9. Providing any type of field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.10. Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.1.11. Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1.

2.1.12. Preparing for OWNER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.

2.1.13. 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 Contractor(s),

(3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).

2.1.14. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing, adjusting and balancing); and training personnel for operation and maintenance.

2.1.15. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.16. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).

2.1.17. Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

2.2. Resident Services During Construction.

2.2.1. If requested by OWNER or recommended by ENGINEER and agreed to in writing by the other, a Resident Project Representative will be furnished and will act as directed by ENGINEER in order to assist ENGINEER in observing performance of the work of Contractor(s). Such services will be paid for by OWNER as indicated in paragraph 5.1.2.4.

2.2.2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants will be set forth in Exhibit B which is to be identified, attached to and made a part of this Agreement before such services begin.

2.2.3. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); but the furnishing of such resident Project representation will not make ENGINEER responsible for construction means, methods, techniques, sequence or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents.

2.2.4. If OWNER designates another person to represent OWNER at the Project site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER under this Agreement will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.5. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

3.6. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

SECTION 3—OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2. Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.3. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"), data prepared by or services of others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his services.

3.4. Provide field control surveys and establish reference points and base lines (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters") to enable Contractor(s) to proceed with the layout of the work.

3.7. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.8. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

3.9. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.

3.10. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of Contractor(s).

3.11. Furnish or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.

3.12. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.

4.2. The services called for in the Study and Report Phase will be completed and the Report submitted within the stipulated period indicated in paragraph 2 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with that phase of services.

4.3. After acceptance by OWNER of the Study and Report Phase documents indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Project Cost within the stipulated period indicated in paragraph 3 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with that phase of services.

4.4. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Project Cost for all work of Contractor(s) on the Project within the stipulated period indicated in paragraph 4 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with that phase of services.

4.5. ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to

OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Project.

4.6. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s) (except as may be otherwise required to complete the services called for in paragraph 6.2.2.3).

4.7. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written approval by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.

4.8. If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.

4.9. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 30 calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.3) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.10. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year

after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

4.11. In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negoti-

ating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be included in Exhibit A "Further Description of Basic Engineering Services and Related Matters," and the provisions of paragraphs 4.4 through 4.10 inclusive, will be modified accordingly.

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LUMP SUM METHOD OF PAYMENT

SECTION 5—PAYMENTS TO ENGINEER

any such litigation, hearing or proceeding will be on the basis provided in paragraph 5.1.2.1).

5.1. Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A "Further Description of Basic Engineering Services and Related Matters") as follows:

5.1.2.4. Resident Project Services. For resident services during construction furnished under paragraph 2.2.1, on the basis of Payroll Costs times a factor of N/A for services rendered by principals and employees assigned to field offices in connection with resident Project representation.

5.1.3. For Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4. The terms "Payroll Costs" and "Reimbursable Expenses" will have the meanings assigned to them in paragraph 5.4 which appears on the reverse side of this page.

5.2. Times of Payments.

5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3. Other Provisions Concerning Payments.

5.3.1. 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.

5.3.2. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of Payroll Costs times a factor of N/A for services rendered dur-

[D. applicable paragraph and initial]

[D.]

[D. inapplicable language and initial]

5.1.1.1. One Prime Contract. If only one prime contract is awarded for construction, materials, equipment and services for the entire Project, a lump sum fee of \$ N/A; but, if the prime contract contains cost-plus or incentive savings provisions for Contractor(s)' basic compensation, a lump sum fee of \$ N/A.

(See paragraph 8.1.1)

5.1.1.2. Several Prime Contracts. If more than one but less than 2 separate prime contracts are awarded for construction, materials, equipment and services for the entire Project, a lump sum fee of \$ 15,175.00; but, if any prime contract contains cost-plus or incentive savings provisions for Contractor(s)' basic compensation, a lump sum fee of \$ N/A.

5.1.2. For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For Additional Services rendered under paragraphs 2.1.1 through 2.1.17, inclusive (except services covered by paragraph 2.1.7 and services as a consultant or witness under paragraph 2.1.16), on the basis of Payroll Costs times a factor of N/A for services rendered by principals and employees assigned to the Project.

5.1.2.2. Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.7 or 2.1.17, the amount billed to ENGINEER therefor times a factor of N/A.

5.1.2.3. Serving as a Witness. For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with paragraph 2.1.16, at the rate of \$ N/A per day or any portion thereof (but compensation for time spent in preparing to appear in



5.4. Definitions.

5.4.1. The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) 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, workers' 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:

N/A

The amount of customary and statutory benefits of all other personnel will be considered equal to _____% of salaries and wages.

5.4.2. 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, Specifications, and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates. Reimbursable Expenses shall include the amount billed to ENGINEER by special consultants employed by ENGINEER (other than as an authorized Additional Service under Section 2) for such consultants' services and Reimbursable Expenses times a factor of _____; and shall also include expenses incurred for computer time and other highly specialized equipment, including an appropriate charge for previously established programs and expenses of photographic production techniques times a factor of _____.

[The remainder of this page was left blank intentionally.]

SECTION 6—CONSTRUCTION COST AND
OPINIONS OF COST

6.1. Construction Cost.

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. [Construction Cost is one of the items comprising Project Costs which is defined in paragraph 1.2.5.] 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 for work designed or specified by ENGINEER:

6.1.1. For completed construction work the total costs of all work performed as designed or specified by ENGINEER.

6.1.2. For work designed or specified but 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.

6.1.3. For work designed or specified but not constructed upon which no such bid or proposal is received, the most recent estimate of Construction Cost, or, if none is available, ENGINEER's most recent opinion of probable Construction 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. 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).

6.2. Opinions of Cost.

6.2.1. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made

on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost 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 Project or Construction Cost he shall employ an independent cost estimator as provided in paragraph 3.8.

6.2.2. If a Construction Cost limit is established by written agreement between OWNER and ENGINEER, the following will apply:

6.2.2.1. The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Project or Construction Cost in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2. Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.

6.2.2.3. ENGINEER will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Drawings and Specifications and to make reasonable adjustments in the extent of the Project to bring it within the cost limit.

6.2.2.4. If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.2.2.5. If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's extent or quality. In the case of (3), ENGINEER shall, without additional charge, modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. The providing of such service will be the limit of ENGINEER's responsibility in this regard and, hav-

ing done so, ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

SECTION 7—GENERAL CONSIDERATIONS

7.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2. Reuse of Documents.

All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service 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 written verification or adaptation by ENGINEER for the specific purpose intended 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.

7.3. Controlling Law.

This Agreement is to be governed by the law of the principal place of business of ENGINEER.

7.4. Successors and Assigns.

7.4.1. OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

7.4.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 7.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

7.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

[The remainder of this page was left blank intentionally.]

7.5. Arbitration

7.5.1. All claims, counterclaims, 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 and restrictions stated in paragraphs 7.5.3 and 7.5.4 below. This Agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph 7.5 will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

7.5.2. 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 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.

7.5.3. 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 arbitra-

tors will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning, any claim, counterclaim, 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).

7.5.4. No arbitration arising out of, or relating to, this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

7.5.5. By written consent signed by all the parties to this Agreement and containing a specific reference hereto, the limitations and restrictions contained in paragraphs 7.5.3 and 7.5.4 may be waived in whole or in part as to any claim, counterclaim, dispute or other matter specifically described in such consent. No consent to arbitration in respect of a specifically described claim, counterclaim, dispute or other matter in question will constitute consent to arbitrate any other claim, counterclaim, 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.

7.5.6. 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.

(The remainder of this page was left blank intentionally.)

SECTION 8 - SPECIAL PROVISIONS, ATTACHMENTS AND SCHEDULES

8.1 This agreement is subject to the following special provisions.

8.1.1 Payments for each phase of the basic services shall be in accordance with the following table based on a percentage of work completed for each item.

PHASE	FEE
Basic Engineering Services	\$ 7,600.00
Surveying	\$ 4,175.00
Periodic Inspection	\$ 3,000.00
Permits	\$ 400.00
TOTAL COST	<u>\$15,175.00</u>

8.1.2 The ENGINEER agrees to provide project-related engineering services, including preliminary and final design plans and specifications and assisting G-M WATER SUPPLY CORPORATION during construction.

8.1.3 ENGINEER shall provide documentation to the OWNER that the plans and specifications for first time water service have been approved by the Texas Natural Resource Conservation Commission prior to construction and prior to the Texas Department of Housing and Community Affairs' (TDHCA) release of funds for such activities.

8.2 The following attachments are attached to and made a part of this agreement.

8.2.1 Attachment A: Special Provisions to Contract for Professional Services Federal Requirements. Where there is a conflict between any provision in the Contract and Attachment A, Attachment A shall always govern.

8.2.2 Attachment B: Proposal.

8.2.3 If any provision of this Contract is found to be illegal, it shall not effect any other provision of the Contract.

8.3 This Agreement (consisting of Page 1 to 15 inclusive), together with the Attachments and Schedules identified above, constitute the entire Agreement between OWNER and ENGINEER and supersedes all prior or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

8.4 Contract period shall be from October 24, 1994, for the entire term of the Contract Agreement.

- 8.5 The Project "contact person" or "lead man" for the Engineering firm is Pat G. Oates, P.E.
- 8.6 GM Water Supply Corporation's contact person is Lee Martin, General Manager and an authorized representative, Fred J. Goebel, President.
- 8.7 The County's contact person; in regard to all matters concerning this Contract, shall be John L. Hyden, County Judge, or his official designee.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE MADE AND EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

OWNER: SABINE COUNTY

ENGINEER: GOODWIN-LASITER, INC.

[Signature]
 JOHN L. HYDEN, COUNTY JUDGE
 SABINE COUNTY TEXAS
 COURT OF
 TEST:
[Signature]
 Gaiance McDaniel

[Signature]
 PHILIP GOODWIN, VICE PRESIDENT

[Signature]

DATE:

November 7, 1994

November 7, 1994



ATTACHMENT A
PART IV

TERMS AND CONDITIONS

PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL SERVICES

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the City/County shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the City/County, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Contract by the Firm, and the City/County may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the City/County from the Firm is determined.

2. Termination for Convenience of the City/County. The City/County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the City/County as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The City/County may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the City/County and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel.
 - a. The Firm represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City/County.
 - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto: Provided, however, that claims for money by the Firm from the City/County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.
6. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
 - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap 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 Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the

City/County setting forth the provisions of this non-discrimination clause.

- b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
 - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109 of the Housing and Community Development Act of 1974.
- a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.
- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization

or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
16. Interest of Members of a City/County. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Firm shall take appropriate steps to assure compliance.
17. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.
18. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.



GOODWIN-LASITER, INC.
ENGINEERS • ARCHITECTS
SURVEYORS

1603 S. CHESTNUT, SUITE 202
P.O. BOX 451
LUFKIN, TEXAS 75901
(409) 837-4900

October 20, 1994

Sabine County
P.O. Box 716
Hemphill, Texas 75948

Post-It™ brand fax transmittal memo 7671		# of pages
To: Randy Blanko	From: Pat Oates	
Co: David S. Wickman, Inc.	Co: Goodwin-Lasiter, Inc.	
Dept:	Phone: (409) 837-4900	
Fax: (409) 384-6717	Fax: (409) 837-6330	

ATTN: Honorable John L. Hyden, County Judge
and Commissioner's Court

RE: 1994 TCDP Urgent Need Grant
Engineering Services
G.M. W.S.C. - Water System Extension
G-L Job No. 381001

Dear Judge Hyden:

We appreciate the opportunity to serve Sabine County on this Urgent Need Project and congratulate the County in acquiring the grant. This letter represents our cost proposal for providing professional engineering services for the project.

The intent of the project is to provide the construction of approximately 17,500 linear feet of 3-inch water main along F.M. Highway 944 to provide first time water service for 16 households. This proposed line will be connected to G.M. W.S.C. distribution system east of the Hemphill City Limits.

Goodwin-Lasiter, Inc. proposes to provide professional engineering services to assist the County in meeting the above requirements and objectives. The scope of services and associated costs are as follows:

Basic Engineering Services	\$ 7,800.00
Surveying	4,175.00
Periodic Inspection	3,000.00
Permits	400.00
TOTAL COST	\$15,175.00

We appreciate the opportunity to submit our Proposal for Engineering Services and look forward to working with the County on this project.

Sincerely,

Philip W. Goodwin for
Philip W. Goodwin, P.E.
Vice President

Pat G. Oates
Pat G. Oates, P.E.
Project Engineer

cc:

THE STATE OF TEXAS
COUNTY OF SABINE
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE FILED AND
DULY RECORDED IN THE COMMISSIONERS COURT MINUTES OF SABINE
COUNTY, TEXAS.

VOL. 524-A PAGE 524-A
Janice M. [Signature] County Clerk
by Deise Clark
DEPUTY



Vol Y Pg 544-A

TRANSMITTAL

GOODWIN-LASITER, INC.
ENGINEERS-ARCHITECTS-SURVEYORS
1609 S. CHESTNUT, SUITE 202
LUFKIN, TEXAS 75901

TO: David J. Waxman, Inc.
P.O. Drawer 900
Jasper, Texas 75951

DATE: October 20, 1994

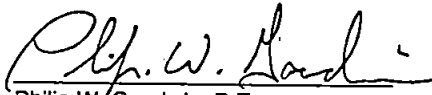
ATTN: Randy Blanks

RE: 1994 TDHCA Urgent Need Grant Project
G-L Job No. 381001

We are sending you herewith the following:

Copies	Description	Date
1	Engineering Cost Proposal Letter	10/20/94

NOTE: As requested.


Philip W. Goodwin, P.E.
Vice President

Dist: File

Vol 7 Pg 524



GOODWIN-LASITER, INC.
ENGINEERS ■ ARCHITECTS
SURVEYORS

1609 S. CHESTNUT, SUITE 202
P.O. BOX 451
LUFKIN, TEXAS 75901
(409) 637-4900

October 20, 1994

Sabine County
P.O. Box 716
Hemphill, Texas 75948

ATTN: Honorable John L. Hyden, County Judge
and Commissioner's Court

RE: 1994 TCDP Urgent Need Grant
Engineering Services
G.M. W.S.C. Water System Extension
G-L Job No. 381001

Dear Judge Hyden:

We appreciate the opportunity to serve Sabine County on this Urgent Need Project and congratulate the County in acquiring the grant. This letter represents our cost proposal for providing professional engineering services for the project.

The intent of the project is to provide the construction of approximately 17,500 linear feet of 3-inch water main along F.M. Highway 944 to provide first time water service for 16 households. This proposed line will be connected to G.M. W.S.C. distribution system east of the Hemphill City Limits.

Goodwin-Lasiter, Inc. proposes to provide professional engineering services to assist the County in meeting the above requirements and objectives. The scope of services and associated costs are as follows:

Basic Engineering Services	\$ 7,600.00
Surveying	4,175.00
Periodic Inspection	3,000.00
Permits	<u>400.00</u>
TOTAL COST	\$15,175.00

We appreciate the opportunity to submit our Proposal for Engineering Services and look forward to working with the County on this project.

Sincerely,

Philip W. Goodwin for

Philip W. Goodwin, P.E.
Vice President

Pat G. Oates

Pat G. Oates, P.E.
Project Engineer

cc: File

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THE STATE OF TEXAS
County of Sabine
P.O. Box 716
Hemphill, Texas 75948



John L. Hyden
County Judge
October 19, 1994

Ms. Ruth Cedillo, Director
Texas Community Development Program
TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941

RE: URGENT NEED GRANT

Dear Ms. Cedillo:

On behalf of the Commissioners Court and the residents of the Daniel Community, please accept our appreciation for all the assistance that you and your staff provided in funding the urgent need grant for first time water service.

In accordance with the TCDP Grant Manual, I am hereby requesting the use of non-competitive negotiation as per A-102 Attachment O/TDHCA Procurement Process. (See attachment) My request would include administration and engineering which will be paid for with TCDP funds as per the budget of our Urgent Need Grant Contract.

Our request is based on the need to proceed rapidly in order to rid ourselves of the contaminated old water wells and prevent any diseases from occurring.

Your help with this request is appreciated.

Sincerely,

A handwritten signature in cursive script, appearing to read "John L. Hyden", is written over the typed name.

John L. Hyden
County Judge

Attachment

Vol 1 Pg 526

409/787-3543

Fax 409/787 2044

FACILITY PLANNING FOR
BRONSON, BROOKELAND, AND
TOLEDO BEND AREAS
IN THE
COUNTY OF SABINE, TEXAS

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF THE COUNTY OF SABINE, TEXAS, AUTHORIZING AND DIRECTING THE COUNTY JUDGE TO SUBMIT AN APPLICATION FOR FUNDING FOR PROJECTS TO THE TEXAS WATER DEVELOPMENT BOARD - ECONOMICALLY DISTRESSED AREAS PROGRAM

WHEREAS, the Commissioners Court of the County of Sabine has found and determined that it is necessary to provide water and wastewater improvements to the Project Areas; and

WHEREAS, the Commissioners Court of the County of Sabine desires to request financial assistance for the implementation of these projects; and

WHEREAS, the Texas Water Development Board - Economically Distressed Areas Program provides funding for water and wastewater improvements to colonias; and

WHEREAS, a Facilities Plan and Environmental Narrative is the first step toward the eventual completion of projects in the Areas; and

WHEREAS, the Commissioners Court of the County of Sabine has found it necessary to request financial assistance for the development of a Facilities Plan and Environmental Narrative through the Texas Water Development Board - Economically Distressed Areas Program.

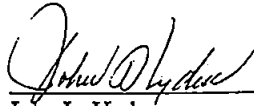
NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF SABINE, TEXAS, THAT

1. County Judge John L. Hyden is hereby authorized and directed to submit an application for funding for Facility Planning for the Project Areas to the Texas Water Development Board - Economically Distressed Area Program; and
2. County Judge John L. Hyden is hereby authorized and directed to certify certain required assurances as attached in application for funding; and
3. The County's local cash match is hereby assured, with the total amount not to exceed the amount of \$ 0 00.

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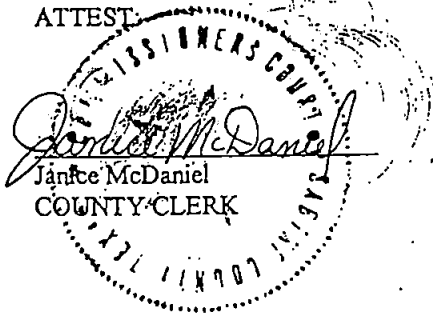
4. The County's local in-kind match is hereby assured, with the total amount not to exceed the amount of \$48,455 .00.

PASSED AND APPROVED ON THIS 24th DAY OF October, 1994.



John L. Hyden
COUNTY JUDGE

ATTEST




Vol 1 Pg 528

TEXAS WATER DEVELOPMENT BOARD
Economically Distressed Areas Program

ASSURANCES/CERTIFICATIONS

As the Representative of the County of Sabine, Texas, authorized to act in all matters in connection with this application to the Texas Water Development Board, I hereby assure and certify that the County of Sabine, Texas, will comply with the following Economically Distressed Areas Program Assurances and Certifications:

1. Certifications that at least 80 percent of dwellings within the Facility Planning Area were occupied on June 1, 1989.
2. Assurance that Facility Planning will not duplicate adequate or on-going Facility Engineering within the Economically Distressed Areas.
3. Assurance that implementation of the recommended alternative will be diligently pursued.
4. Assurance that all Wastewater Facility Engineering Alternatives will conform to a Certified Areawide Water Quality Management Plan or a Conforming Amendment will be submitted.
5. Assurance that residents of the Economically Distressed Areas will be consulted in selecting recommended facilities.
6. Assurances that the contractor and all subcontractors have or will be selected in accordance with the Professional Services Procurement Act, Texas Civil Statutes, Article 664-4.

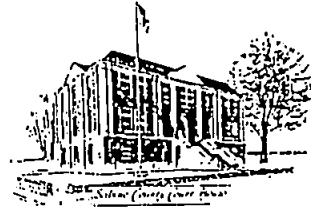


John L. Hyden, County Judge
Authorized Representative

10/24/94
Date

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THE STATE OF TEXAS
County of Sabine
P.O. Box 716
Hemphill, Texas 75948



John L. Hyden
County Judge

October 24, 1994

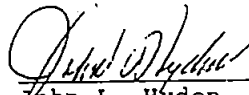
Mr. Craig Pederson
Executive Administrator
Texas Water Development Board
P. O. Box 13231, Capital Station
Austin, TX 78711-3231

RE: EDAP Facility Planning
Bronson, Brookeland, and Toledo Bend Areas
County of Sabine, Texas

Dear Mr. Pederson

Due to financial hardship, the County of Sabine, Texas, requests that 100 per cent of the cash contribution for the facility planning be paid for through the Research and Planning Fund, in accordance with Chapter 355.71(a)(2) of the Permanent Rules of the Texas Water Development Board.

Respectfully submitted,


John L. Hyden

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THE STATE OF TEXAS
County of Sabine
P.O. Box 716
Hemphill, Texas 75948



John L. Hyden
County Judge

October 24, 1994

Mr. Craig D. Pederson
Executive Administrator
Texas Water Development Board
1700 N. Congress
P. O. Box 13231
Austin, TX 78711-3231

RE: Application for Facility Planning in the Economically
Distressed Areas in Bronson, Brookeland, and Toledo Bend
in Sabine County, Texas

Dear Mr. Pederson:

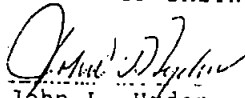
The County of Sabine, Texas, respectfully submits the attached Application for your consideration. The Application which was prepared by your consulting engineers, The Hogan Corporation, requests funding of an EDAP Facility Engineering Study in Sabine County, specifically the areas of Bronson, Brookeland, and Toledo Bend.

We express our appreciation to you and your staff, particularly Mr. Fernando Escarcega and Mrs. Charlotte Brigham, for their assistance in completing the attached Application.

We will certainly appreciate your favorable consideration of this Application.

Respectfully submitted,

COUNTY OF SABINE, TEXAS


John L. Hyden

Attachment

Vol 1 Pg 531

409/787-3543

EX-109787-2044

THE STATE OF TEXAS



BOARD OF TAX PROFESSIONAL EXAMINERS

TAMMY J. REEVES

is hereby designated

Registered Texas Assessor/Collector

Certificate of Professional Achievement

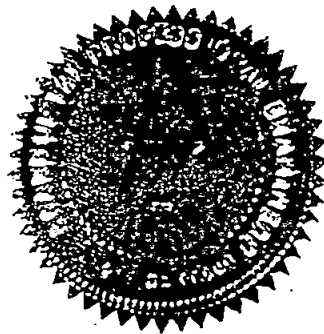
No. 67032-3

*in recognition of the fact that this person has fulfilled all the necessary requirements
heretofore established as a prerequisite to such designation.*

In witness thereof we have hereunder set our hand this the 22ND *day*
of SEPTEMBER *, 19* 94.

Peter C. Stone

Amelissa Collier
CHAIRPERSON



Vol. 11 Pg. 532

Tammy Reeves
 Tax Assessor & Collector
 P.O. Drawer 310
 Hemphill, Texas 76948-0310
 (409) 787-2257
 Fax (409) 787-2044

*Accepted
 10/12/94
 500*

Monthly Report of Fees Collected by Tammy Reeves, Sabine County Tax Assessor
 Collector for Sabine County & Sabine County Hospital District.

SEPTEMBER '94

COUNTY FEES:

Ad Valorem Taxes	-0-
Delinquent Ad Valorem	6,763.44
Ad Valorem Penalties	3,978.47
Hospital Taxes	-0-
Delinquent Hospital Taxes	2,491.49
Hospital Penalties	1,568.50
Tax Certificates	260.00
Farm Fund Registration	260.00
Boat & Motor Registration	731.00
County Alcohol	-0-
County Other	108.52
County Interest	Aug. and Sept. 1994 140.36
<u>TOTAL COUNTY 16,301.78</u>	

SALES TAX FEES:

Boat & Motor Sales Tax	1,802.00
Motor Vehicle Sales Tax	33,244.19
<u>TOTAL SALES TAX 35,046.19</u>	

DEALER TAXES:

Special Dealer Inventory Tax	583.91
Interest on Account	42.91
<u>TOTAL DEALER ACCT. 626.82</u>	

STATES FEES:

Vehicle Registration	31,437.85
Road & Bridge Fees	3,350.00
Title Applications	1,872.00
State Alcohol	-0-
State Interest	202.82
<u>TOTAL STATE 36,862.67</u>	

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COMPLETE TOTAL 88,837.46

Tammy Reeves
 TAMMY REEVES, SASTNE

Tammy Reeves
Tax Assessor & Collector
P.O. Drawer 310
Hemphill, Texas 76948-0310
(409) 787-2257
Fax (409) 787-2044

Monthly Report of Fees Collected by Tammy Reeves, Tax Assessor Collector
for Sabine County & Sabine County Hospital District.

October '93-September '94

COUNTY FEES:	TOTALS FOR FEES COLLECTED IN FISCAL YEAR	
County Ad Valorem Taxes.....	763,498.51	
Delinquent Ad Valorem.....	61,831.38	
Ad Valorem Penalties.....	35,291.20	
Hospital Taxes.....	246,492.45	
Delinquent Hospital Taxes.....	21,857.84	
Hospital Penalties.....	13,275.19	
Tax Certificates.....	6,436.00	
Farm Fund Registration.....	3,540.00	
Boat & Motor Registration.....	9,982.00	
Notary Fees.....	80.00	
County Alcohol.....	330.00	
County Interest.....	2,316.44	
County Other.....	2,101.76	
TOTAL COUNTY:	<u>\$1,167,032.77</u>	

DEALER TAXES:		
Special Dealer Inventory Taxes.....	5,514.85	
Interest on Account.....	134.56	
TOTAL DEALER TAXES:	<u>\$ 5,649.41</u>	

SALES TAX FEES:		
Boat & Motor Sales Tax.....	20,543.35	
Motor Vehicle Sales Tax.....	430,877.45	
TOTAL SALES TAX:	<u>\$ 451,420.80</u>	

STATE FEES:		
Registration.....	476,228.91	
Road & Bridge Fees.....	47,885.00	
Title Applications.....	25,792.00	
State Alcohol.....	845.00	
State Interest.....	1,347.50	
TOTAL STATE:	<u>\$ 552,098.41</u>	

COMPLETE TOTAL..... \$2,176,201.39

Tammy Reeves

TAMMY REEVES, SABINE CO. TAX A/C

Presented to Comm. Court: October 21, 1994

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AGREEMENT FOR GRANT ADMINISTRATION SERVICES

THIS AGREEMENT, ENTERED INTO BY AND BETWEEN THE COUNTY OF SABINE, TEXAS, hereinafter called the "Client", and DAVID J. WAXMAN, INC., P. O. Drawer 900, Jasper, Texas 75951, referred to herein as the "Consultant", for the following Project:

A 1994 One-Year Community Development Block Grant (CDBG) Program funded by the U. S. Department of Housing and Urban Development and administered by the State of Texas under Title I of the Community Development Act of 1974, (P.L. 95-128), as amended; awarded to said Client for an Urgent Need Grant to provide first time water service in the Daniel Community.

The Client and the Consultant agree as follows:

SECTION ONE: SCOPE AND EFFECT:

1.1 The Consultant shall provide professional services for the Project in accordance with the terms and conditions of this Agreement.

1.2. This Agreement becomes of full force and effect on the 24th day of October, 1994 and shall continue through the program period of the Grant.

SECTION TWO: PROFESSIONAL SERVICES FEE:

2.1 For services necessary to provide for environmental assessment, technical assistance and training as described in Section 4, Compensation shall be computed on a lump sum basis of \$10,000.00 as per Attachment B.

2.2 Payments hereunder are expressly conditioned on receipt of and will be made exclusively from funds from the Texas Department of Housing and Community Affairs or the local match fund as provided in the TCDP Grant Agreement.

SECTION THREE: MATERIAL CHANGE IN SCOPE OF PROJECT:

3.1 The Client and the Consultant agree in accordance with the terms and conditions of this Agreement that the scope of the Project may not be materially changed by actions of the Client, or the Texas Department of Housing and Community Affairs, without the prior agreement, in writing, being first obtained from the Consultant, as to the compensation to be paid to the Consultant.



SECTION FOUR: PROFESSIONAL SERVICES - ADMINISTRATION:

4.1 ENVIRONMENTAL ASSESSMENT:

- 1) The Consultant shall conduct the Client's environmental assessment where such assessment is required.
- 2) The Consultant shall prepare and maintain the environmental review record.
- 3) The Consultant shall prepare addenda to the environmental assessment where needed.

4.2 ADMINISTRATIVE SERVICES:

- 1) The Consultant shall establish and assist in maintaining or maintain all necessary records required by the Texas Department of Housing and Community Affairs in the administration of the Grant and provide such controls as are necessary to insure that all expenditures and contracts conform to, are within and are authorized by the applicable laws, grant documents and federal/state/local regulations.
- 2) The Consultant shall recommend and monitor procedures as to cost principles applicable to grants from the Federal Government as defined in Federal Management Circular 74-4 as prescribed by the Department of Housing and Urban Development.
- 3) The Consultant shall establish and monitor a budget reporting system to conform to OMB Circular A-102 and as prescribed by the T.D.O.C.
- 4) The Consultant shall establish and monitor procedures to comply with the required administration and enforcement of labor standards.
- 5) The Consultant shall prepare for the Client the required Performance Reports.
- 6) The Consultant shall aid the Client in responding to government audit findings, should they occur.
- 7) The Consultant shall maintain liaison with the Texas Department of Housing and Community Affairs on matters pertaining to the CDBG process.
- 8) The Consultant shall aid the Client in the scheduling of projects.
- 9) The Consultant shall aid the Client in the selection of other professionals where needed.

- 10) The Consultant shall aid the Client in monitoring the contractual arrangements with other professionals.
- 11) The Consultant shall design and monitor the Community Development Grant Program.
- 12) The Consultant shall establish an Environmental Review Record, including addendums to the Environmental Assessment where needed.
- 13) The Consultant shall assist in identifying, recording and responding to citizen complains concerning the CDBG Program.
- 14) The Consultant shall assist in implementation of Citizens Participation as required.
- 15) The Consultant shall establish and assist in carrying out a process for acquiring land for housing sites and easements for such activities as water lines, sewer lines, sidewalks, drainage improvements, streets and park development in order to accomplish the objectives of the Grant where needed.
- 16) The Consultant shall assist the Client in meeting the Equal Opportunity requirements of the Grant.

4.3. TECHNICAL ASSISTANCE AND TRAINING:

- 1) Records
- 2) Laws and Regulations
- 3) Environmental
- 4) Citizen Participation
- 5) Real Property Acquisition and Relocation
- 6) Citizen Complaints
- 7) Housing Assistance Implementation
- 8) Labor Standards
- 9) Construction Requirements
- 10) Bid Process
- 11) Project Selecting and Project Process

SECTION FIVE: RESPONSIBILITIES OF THE OWNER:

- 5.1 The Client shall cooperate in implementing the Citizens Participation Plan.
- 5.2 The Chief Executive Officer shall execute all required certifications.
- 5.3 The Client shall furnish such legal, accounting and auditing services as may be necessary for the Process.
- 5.4 The Client shall act timely on all resolutions so as not to delay project completion.
- 5.5 The Client shall be responsible for local zoning regulations.

SECTION SIX: PAYMENTS TO THE CONSULTANT:

6.1 Payment to the Consultant for services in 4.1, 4.2 and 4.3 shall be based upon receipt of Federal funds from the Community Development Block Grant Program and Administered by the Texas Department of Housing and Community Affairs and shall be made as follows:

- (a) Payments - Upon receipt of authorization of the Grant from the Texas Department of Housing and Community Affairs, the Consultant shall bill the Client on completion of project milestones per agreed percentage of the maximum amount of \$10,000.00. (See Attachment B)
- (b) No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages, or other sums withheld from payments to the contractors.
- (c) If the Project is suspended for more than three months or abandoned in whole or in part, the Consultant shall be paid his compensation for services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses then due and all termination expenses as defined in Section Eight resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Consultant's compensations shall be subject to renegotiation.

SECTION SEVEN - CONSULTANT'S ACCOUNTING RECORDS:

7.1 Records of Reimbursable Expenses shall be kept on a generally recognized accounting basis and shall be available at mutually convenient times.

SECTION EIGHT - TERMINATION OF AGREEMENT:

8.1 This Agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. The Consultant shall be paid all compensation for services performed and reimbursement expenses through the date of termination.

8.2 In the event of termination through no fault of the Consultant, the Consultant shall be paid his compensation for services performed to termination date, Reimbursable Expenses then due and termination expenses.

8.3 Termination Expenses are defined as those expenses directly attributable to termination.

SECTION NINE: OWNERSHIP OF DOCUMENTS:

9.1 Drawings and Specifications and Studies as instruments of service are and shall remain the property of the Clients whether the project for which they are made is executed or not.

SECTION TEN: SUCCESSORS AND ASSIGNS:

10.1 The Client and the Consultant each bind themselves, their partners, successors, assigns and legal representatives to all the terms, conditions and covenants of this Agreement. Neither the Client nor the Consultant shall assign, sublet or transfer his interest in this Agreement without the written consent of the other, except assignment by Consultant to a corporation wholly owned by principals shall be permitted.

SECTION ELEVEN: ARBITRATION:

11.1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the Texas Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of, or relating to this Agreement, shall include by consolidation, joinder or in any other manner, any additional party not a party to this Agreement and signed by all the parties hereto. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitration of any dispute not described herein or with any party not named or described herein. This Agreement to arbitrate and any agreement to arbitrate with an additional party or parties duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

11.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the Texas Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date 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.

11.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

SECTION TWELVE: EXTENT OF AGREEMENT:

12.1 This Agreement represents the entire and integrated Agreement between the Client and the Consultant either written or oral. This Agreement may be amended only by written instrument signed by both Client and Consultant.

SECTION THIRTEEN: GOVERNING LAW:

13.1 Unless otherwise specified, this Agreement shall be governed by the laws of Texas.

SECTION FOURTEEN: EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this Agreement:

- (a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant 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 Consultant agrees to post in conspicuous places, available to employees and applications for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.
- (b) The Consultant will, in all solicitations or advertisement for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

SECTION FIFTEEN: SPECIAL PROVISIONS ATTACHMENT A:

15.1 Attachment A appended to this Contract is hereby made a part of said Contract.

15.2 In cases of a conflict between this Contract and Attachment A, Attachment A shall always govern.

SIGNED AND ENTERED INTO THIS THE 24th DAY OF October, 1994 .

CLIENT:

CONSULTANT:

COUNTY OF SABINE

DAVID J. WAXMAN, INC.

John L. Hyden
John L. Hyden, County Judge

David J. Waxman
(President)

ATTEST:

Bette Waxman



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ATTACHMENT A

PART IV

TERMS AND CONDITIONS

PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL SERVICES

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the City/County shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the City/County, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Contract by the Firm, and the City/County may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the City/County from the Firm is determined.

2. Termination for Convenience of the City/County. The City/County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the City/County as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The City/County may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the City/County and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel.
 - a. The Firm represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City/County.
 - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto: Provided, however, that claims for money by the Firm from the City/County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.
6. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
 - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap 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 Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the

City/County setting forth the provisions of this non-discrimination clause.

- b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
 - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109 of the Housing and Community Development Act of 1974.
- a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.
- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization

or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.
15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.
- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
16. Interest of Members of a City/County. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Firm shall take appropriate steps to assure compliance.
17. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.
18. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

ATTACHMENT B

The COUNTY OF SABINE, TEXAS shall reimburse DAVID J. WAXMAN, INC. for Management Services provided for completion of the following Project items per the following percentages of the maximum contract amount of \$10,000.00. Payments shall be based on the percentage of work item completed.

<u>WORK ITEM</u>	<u>PERCENT OF CONTRACT</u>
1) Establishment of Recordkeeping System	25%
2) Environmental Assessment and Clearance	10%
3) Bid/Contract Award Process	30%
4) Labor Standards Compliance Activities/ Construction	30%
5) Project Close-Out Requirements	5%
TOTAL LUMP SUM AMOUNT	\$10,000.00

THE STATE OF TEXAS
COUNTY OF SABINE
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE FILED AND
DULY RECORDED IN THE COMMISSIONERS COURT MINUTES OF SABINE
COUNTY, TEXAS.



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Janice McDaniel county Clerk
by Louise Clark
DEPUTY

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SABINE COUNTY GENERAL FUND
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Entry	Date	Description	Account R	Document	Stat	Due	Amount
(ALAH) ALEXANDER LANKFORD & HIERS, INC							
20	09-30-94	ASSISTANCE	6616.4090	10081		-21	75.00
Total							\$75.00
(ANGL) ANGLER'S PRINTING & PUBLISHING							
34	10-16-94	8 1/2X11 FORMS	6310.4750	0		-5	129.60
Total							\$129.60
(AUTC) AUSTIN TYPEWRITER & COMPUTER							
1	10-06-94	CALCULATOR	6310.4000	5025		-15	115.35
21	10-06-94	CALCULATOR	6310.4260	5025		-15	115.35
Total							\$230.70
(BRAD) WILLIAM G. BRADBERRY SR.							
47	09-21-94	11.825 GALLONS GAS	6335.5600	PETTY		-30	13.39
48	10-18-94	TWO BAGS DORITOS	6425.5600	PETTY		-3	1.38
49	10-18-94	TWO RIBEYES	6425.5600	PETTY		-3	29.90
50	10-18-94	TWO CHEESEBURGERS	6425.5600	PETTY		-3	9.50
51	10-18-94	FOUR GLASSES TEA	6425.5600	PETTY		-3	3.80
52	10-18-94	FRIES	6425.5600	PETTY		-3	1.95
53	10-18-94	TAX	6425.5600	PETTY		-3	3.72
54	09-19-94	GASOLINE	6335.5600	PETTY		-32	16.12
55	09-20-94	MEALS/TRIP TO GATESV	6425.5600	PETTY		-31	14.02
56	09-19-94	TWO LUNCHES	6425.5600	PETTY		-32	18.47
57	09-21-94	BUFFET AND DRINK	6425.5600	PETTY		-30	12.50
58	09-19-94	DRINKS	6425.5600	PETTY		-32	2.88
59	09-20-94	CHIPS AND DRINKS	6425.5600	PETTY		-31	2.89
110	09-12-94	FEED JURY	6425.4350	178783		-39	47.52
111	09-19-94	FEED JURY	6425.4350	178973		-32	53.54
112	09-13-94	FEED JURY	6425.4350	3488534		-38	55.50
113	09-13-94	FEED JURY	6425.4350	3488047		-38	66.60
154	09-27-94	OFFICE SUPPLIES	6310.5600	10317998		-24	83.97
155	09-27-94	JANITORIAL SUPPLIES	6313.5600	10317998		-24	161.37
156	09-27-94	EQUIPMENT & TAPES	6500.5600	10317998		-24	143.12
157	09-27-94	GROCERIES	6542.5600	10317998		-24	158.93
158	09-27-94	TYLENOL, TUMS	6543.5600	10317998		-24	42.56
Total							\$943.63
(BROK) BROOKSHIRE BROTHERS, INC							
127	09-11-94	SNAP & SEAL BAGS	6542.5600	310045		-40	1.99
128	09-11-94	SCOTCH TAPE	6310.5600	310045		-40	3.50
129	09-12-94	POLAROID 600 FILM	6500.5600	302751		-39	12.95

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Entry	Date	Description	Account R	Document	Stat	Due	Amount
BROOKSHIRE BROTHERS, INC (CONTINUED)							
130	09-13-94	TISSUE, TOWELS, CUPS	6313.5600	302756		-38	26.23
131	09-13-94	GROCERIES	6542.5600	302756		-38	53.98
132	09-15-94	MR. CLEAN & SPRAY	6313.5600	302773		-36	5.25
133	09-15-94	GROCERIES	6542.5600	302773		-36	35.21
134	09-18-94	DEVELOPING FILM	6325.5600	302790		-33	0.99
135	09-18-94	ANTACID	6543.5600	302789		-33	2.49
136	09-18-94	GROCERIES	6542.5600	302789		-33	48.13
137	09-21-94	BRAWNY TOWELS	6313.5600	309408		-30	3.45
138	09-21-94	GROCERIES	6542.5600	309408		-30	41.77
139	09-23-94	ASPIRIN GEL TABS	6543.5600	309415		-28	7.98
140	09-24-94	GROCERIES	6542.5600	309418		-27	37.72
141	08-29-94	GROCERIES	6542.5600	301631		-52	68.50
142	08-29-94	HARCO DEO BL & CLORO	6313.5600	301631		-52	11.62
143	08-29-94	ASPIRIN GELCAPS	6543.5600	301631		-52	8.24
144	09-01-94	BREAD, MILK, CEREAL	6542.5600	301646		-50	17.17
145	09-01-94	HYTOP ASPIRIN GELCAP	6543.5600	301642		-50	3.99
146	09-03-94	GROCERIES	6542.5600	310005		-48	44.20
147	09-05-94	KOOL-AID	6542.5600	310009		-46	5.78
148	09-06-94	TOWELS, DET, AIRFRES	6313.5600	310017		-45	21.41
149	09-06-94	GROCERIES	6542.5600	310017		-45	37.31
150	09-06-94	PEPTO, GELCAPS, MAGN	6543.5600	310017		-45	15.13
151	09-07-94	ASPIRIN	6543.5600	310023		-44	7.98
152	09-09-94	GROCERIES	6542.5600	310036		-42	18.17
153	09-10-94	GROCERIES	6542.5600	310040		-41	41.44
Total							\$582.58

(BUTP)		BUTLER PAPER					
8	10-06-94	CASE ROLL TOWELS	6310.4080	69603-00		-15	26.16
9	10-06-94	TWO CASES CAN LINERS	6310.4080	69603-00		-15	46.78
10	10-06-94	12 CANS CLAIRE AEROS	6310.4080	69603-00		-15	39.72
11	10-06-94	6 GAL EXCELEX BLEACH	6310.4080	69603-00		-15	8.76
12	10-06-94	DUST MOP HEAD	6310.4080	69603-00		-15	11.84
13	10-06-94	DUST MOP HANDLES	6310.4080	69603-00		-15	11.97
14	10-06-94	12 CAN GLASS CLEANER	6310.4080	69603-00		-15	36.00
15	10-06-94	ROLL TOWELS	6310.4080	69603-00		-15	26.97
16	10-06-94	DISCOUNT	6310.4080	69603-00		-15	-2.08
Total							\$206.12

(CHPS)		CHILDREN'S PROTECTIVE SERVICES					
17	10-20-94	DONATION	6319.4090	0		-1	1,000.00
Total							\$1,000.00

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Entry	Date	Description	Account R	Document	Stat	Due	Amount	
		(COFE) COMMUNITY COFFEE, INC						
121	09-29-94	COFFEE, CREAMER, SUG	6542.5600	72242720		-22	61.00	
122	09-01-94	FOLGERS COFFEE	6542.5600	72242440		-50	26.00	
123	09-15-94	FOLGERS COFFEE & CUP	6542.5600	72242580		-36	105.50	
124	09-15-94	CREAMER AND SUGAR	6542.5600	72242580		-36	9.00	
125	09-15-94	TAX	6542.5600	72242580		-36	2.27	
Total							\$203.77	

		(CTCH) COAST TO COAST HOME & AUTO						
60	09-30-94	SPARK PLUG	6451.5600	0999687		-21	2.15	
61	09-30-94	MASONRY DRILL BIT	6451.5600	0999686		-21	3.39	
62	09-30-94	FILTER & ARMOR ALL	6451.5600	0999683		-21	10.92	
63	09-27-94	CAR BRUSH & TAPE	6451.5600	0999794		-24	5.38	
64	09-29-94	ARMOR ALL & SPOTWASH	6451.5600	0999680		-22	2.78	
65	09-23-94	ALLAN SCREW & WRENCH	6451.5600	0999783		-28	1.50	
66	09-23-94	COTTON MOPHEAD	6451.5600	0999781		-28	7.99	
67	09-21-94	SUPER GLUE & BRUSH	6451.5600	0999775		-30	4.24	
68	08-23-94	ARMOR ALL	6451.5600	0999786		-58	5.39	
69	09-19-94	5/32" DRILL BIT	6451.5600	0999663		-32	1.79	
70	09-20-94	WINDSHIELD WASH	6451.5600	0999666		-31	2.38	
71	09-16-94	FLOURESCENT STARTERS	6451.5600	0999662		-35	19.75	
72	09-17-94	MALE HOSE MENDER	6451.5600	0999769		-34	1.39	
73	09-15-94	HOSE COUPLING	6451.5600	0999657		-36	1.99	
74	09-15-94	PLEDGE AND SQU	6451.5600	0999657		-36	8.08	
75	09-15-94	QUAKER STATE OIL	6451.5600	0999658		-36	1.37	
76	09-14-94	ARMOR ALL	6451.5600	0999651		-37	5.39	
77	09-11-94	MASTER LOCK	6451.5600	0999655		-40	3.39	
78	09-07-94	SPOTWASH & WASHER FL	6451.5600	0999894		-44	3.67	
79	09-13-94	WINDSHIELD WASHER	6451.5600	0999767		-38	2.38	
80	09-03-94	PLUG, BULB, WD-40, ARMO	6451.5600	0999890		-48	11.70	
81	09-02-94	12 BULBS	6451.5600	0999985		-49	59.88	
Total							\$166.90	

		(CTSS) CORLEY'S TEXACO SERVICE STATIO						
82	10-01-94	FILTER, OIL, GREASE	6451.5600	UNIT R65		-20	22.75	
Total							\$22.75	

		(EDGA) EDGAR'S CONOCO						
83	09-13-94	FILTER AND GREASE	6335.5600	2831364		-38	26.00	
84	09-13-94	AIR FILTER	6451.5600	2831364		-38	11.95	
85	09-19-94	FILTER & GREASE	6335.5600	1831369		-32	26.00	
86	09-02-94	FILTER & GREASE	6335.5600	5144967		-49	26.00	
Total							\$89.95	

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Entry	Date	Description	Account R	Document	Stat	Due	Amount
(ETEX)							
87	09-23-94	TWO NTN4595C BATT.	6450.5600	015875		-28	150.00
Total							\$150.00
(EUPR)							
25	10-13-94	FIVE QUARTS OF OIL	6106.4350	0		-8	8.95
Total							\$8.95
(FAFR)							
26	10-07-94	CUPS AND ICE	6106.4350	R1		-14	2.69
Total							\$2.69
(GATC)							
89	09-30-94	OFFENSE REPORTS	6325.5600	45475		-21	63.08
Total							\$63.08
(GCTF)							
126	09-13-94	5R W/VEHICLE BKT.	6451.5600	3181		-38	34.91
Total							\$34.91
(HART)							
3	10-13-94	5350 PAPER BALLOTS	6521.4030	672762		-8	1,337.50
4	10-13-94	20 SAMPLE BALLOTS	6521.4030	672762		-8	5.00
5	10-13-94	4 FORMAT CHANGES	6521.4030	672762		-8	200.00
6	10-13-94	SHIPPING/HANDLING	6521.4030	672762		-8	28.17
Total							\$1,570.67
(HEEC)							
120	09-16-94	GERALD THRASHER	6543.5600	0		-35	25.00
Total							\$25.00
(HISD)							
46	10-20-94	MAILING COST/TAX ST.	6315.4990	0		-1	2,703.00
Total							\$2,703.00

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Entry	Date	Description	Account R	Document	Stat	Due	Amount	
(HMCI)		HEMPHILL MOTOR COMPANY, INC						
27	10-13-94	STATE INSPECTION	6106.4350	56642		-8	10.50	
94	09-07-94	ROTORS AND PADS	6451.5600	56438		-44	284.98	
95	09-07-94	MECHANICAL LABOR	6451.5600	56438		-44	84.00	
96	08-31-94	PARTS AND LABOR	6451.5600	56404		-51	324.02	
Total							\$703.50	
(HOSP)		SABINE COUNTY HOSPITAL						
114	09-30-94	DELLA BURLISON	6542.5600	030944		-21	696.97	
115	08-30-94	LLOYD HARGROVE	6542.5600	030704		-51	590.20	
Total							\$1,287.17	
(HPTS)		HEMPHILL TIRE STORE						
116	09-09-94	FOUR SCAMPER ALUM WH	6451.5600	0040863		-42	300.00	
117	09-09-94	TWO CENTERS	6451.5600	0040863		-42	7.60	
118	09-09-94	20 LUGNUTS	6451.5600	0040863		-42	12.00	
119	09-09-94	FOUR STEMS	6451.5600	0040863		-42	4.00	
Total							\$323.60	
(IBMC)		IBM CORPORATION - DP7						
18	10-01-94	DOT BAND PRINTER	6613.4090	0496654		-20	89.00	
Total							\$89.00	
(KCDR)		K-C DRUGS R2						
90	09-30-94	LEROY RASH/204548	6543.5600	39588		-21	56.65	
91	09-08-94	GREER, HARGROVE, THRAS	6543.5600	39665		-43	172.90	
92	09-09-94	AA BATTERIES	6543.5600	36867		-42	4.44	
93	09-16-94	GERALD THRASH	6543.5600	39751		-35	37.75	
Total							\$271.74	
(LUTY)		LUFKIN TYPEWRITER & CASH REG.						
44	10-10-94	OMRON CASH REGISTER	6544.4990	9389		-11	1,204.00	
Total							\$1,204.00	
(MEMO)		MEMOREX TELEEX						
104	10-01-94	TELETYPE	6501.5600	16265141		-20	55.00	
Total							\$55.00	

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Entry	Date	Description	Account R	Document	Stat	Due	Amount
(NACR)							
164	10-10-94	ORAL DEPOSITION	6456.4090	3434		-11	486.00
Total							\$486.00
(NAPP)							
97	09-14-94	BALANCE & ROTATE	6451.5600	019000		-37	24.00
Total							\$24.00
(PAVC)							
45	10-01-94	HARDWARE & SOFTWARE	6543.4990	008208		-20	2,100.00
Total							\$2,100.00
(PERY)							
105	08-30-94	CASSETTE TAPES	6310.5600	2818		-51	1.36
Total							\$1.36
(PITB)							
19	10-14-94	MAILING EQUIP LEASE	6612.4090	3464138		-7	130.00
Total							\$130.00
(PRPR)							
37	10-19-94	NOTARY STAMP	6310.4970	32142		-2	8.95
38	10-07-94	ADDING MACHING TAPES	6310.4990	32112		-14	5.59
39	10-01-94	TWO RIBBONS	6310.4990	43324		-20	8.80
98	08-25-94	FOUR LABELS	6325.5600	112971		-56	19.96
99	09-08-94	PAPER AND ENVELOPES	6325.5600	112999		-43	19.89
100	09-10-94	TWO BOXES FILE FOLD	6325.5600	43302		-41	23.80
166	10-21-94	BOX COMPUTER PAPER	6310.4970	32149		0	16.99
Total							\$103.98
(RACH)							
106	09-07-94	BATH AND DIP/CHICO	6541.5600	R19		-44	10.00
107	09-28-94	BATH AND DIP/CHICO	6541.5600	524-10		-23	10.00
108	09-28-94	K9 ACTIVE FORM	6541.5600	524-10		-23	29.30
Total							\$49.30

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Entry	Date	Description	Account R	Document	Stat	Due	Amount
(RAY'S)		RAY'S BODY SHOP					
88	10-03-94	REPLAIR GLASS/CAGE	6451.5600	655-011		-18	350.00
Total							\$350.00
(ROSU)		ROGERS OFFICE SUPPLY					
2	10-06-94	BLACK IDEAL R2 STAMP	6310.4030	8143		-15	14.95
22	10-14-94	COVERED FILE	6310.4260	8244		-7	14.60
23	10-06-94	4 VERBATIM CARTRIDGE	6310.4500	8155		-15	100.00
24	10-14-94	1M REG. ENVELOPES	6310.4500	8254		-7	53.50
29	10-12-94	DOZEN UNIVERAL PENS	6310.4550	8237		-9	3.20
30	10-12-94	STAMPER INK	6310.4550	8237		-9	3.75
31	10-14-94	DOZEN PENS	6310.4750	8252		-7	3.36
32	10-14-94	BLUE CALENDAR	6310.4750	8252		-7	8.00
33	10-14-94	R50 BINDER CLIPS	6310.4750	8252		-7	2.00
35	10-16-94	TWO PRINTER RIBBONS	6310.4970	8157		-5	23.90
36	10-07-94	TWO STORAGE BOXES	6310.4970	8161		-14	13.90
40	10-14-94	BLUE STAPLER	6310.4990	8249		-7	19.95
41	10-14-94	PERMA FILE	6310.4990	8249		-7	9.40
42	10-14-94	DESK DRAWER ORGANIZE	6310.4990	8249		-7	8.99
43	10-14-94	THREE STEP RACKS	6310.4990	8249		-7	28.50
Total							\$308.00
(SASO)		THE SARGENT-SOWELL CO.					
101	10-11-94	ASP BATON, BLK SHAFT	6540.5600	3693590		-10	59.95
102	10-11-94	LEATHER HOLDER	6540.5600	3693590		-10	29.50
103	10-11-94	SHIPPING	6540.5600	3693590		-10	5.47
Total							\$94.92
(TDCA)		TEXAS DIST. & CO. ATTORNEY ASSO					
109	09-20-94	1994 PENAL CODE VIDE	6325.5600	22416		-31	103.50
Total							\$103.50
(TDHS)		TEXAS DEPART. OF HUMAN SERVICE					
159	09-09-94	ASSESSMENT FEE	6542.5600	0166		-42	4.16
Total							\$4.16
(WEPC)		WEST PUBLISHING CORPORATION					
7	09-08-94	TX PENAL CD 95PAM	6524.4030	74435909		-43	16.00
28	09-22-94	TX STATES & CODES	6524.4500	74647561		-29	57.00
Total							\$73.00

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SABINE COUNTY GENERAL FUND
 ACCOUNTS PAYABLE LEDGER
 10-21-94

102194
 Page 8

Entry	Date	Description	Account R	Document	Stat	Due	Amount
(ZCHR) 165	10-12-94	LEGAL SERVICES	6456.4090	27302661		-9	1,221.08

		Total					\$1,221.08

Total of Ledger

 \$17,192.61
 =====

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 County Clerk

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Carolyn White

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 Commissioner, Pct. 3

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 Commissioner, Pct. 4

APPROVED FOR PAYMENT BY SABINE COUNTY COMMISSIONERS COURT OCTOBER 24, 1994.

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SABINE COUNTY ROAD & BRIDGE
 ACCOUNTS PAYABLE LEDGER
 10-21-94

102194
 Page 1

Entry	Date	Description	Account R	Document	Stat	Due	Amount
		(ECON)	ECONO SIGN & BARRICADE				
1	10-10-94	4-24" ALUM STOP SIGN	6657.6010	9836	-11		76.00
2	10-10-94	FREIGHT	6657.6010	9836	-11		6.10
6	10-10-94	20 SPEED LIMIT SIGNS	6657.6030	9835	-11		380.00
Total							\$462.10
		(GEOB)	GEO. P. BANE, INC.				
3	10-10-94	FILTER	6357.6010	C79300	-11		36.20
Total							\$36.20
		(GMWS)	G-M WATER SUPPLY CORP.				
4	10-03-94	WATER BILL	6440.6020	1262	-18		17.59
Total							\$17.59
		(HPTS)	HEMPHILL TIRE STORE				
7	09-09-94	FLAT	6365.6030	0040868	-42		15.00
8	09-30-94	SERVICE CALL & FLAT	6366.6030	0041378	-21		40.00
9	09-26-94	TUBE AND FLAT	6366.6030	0041057	-25		27.50
10	09-24-94	TWO FLATS & ONE TUBE	6365.6030	0041039	-27		19.95
11	10-19-94	FLAT	6365.6030	0040996	-2		15.00
Total							\$117.45
		(TACR)	TAC RISK MANAGEMENT POOL				
5	10-03-94	FIX DAMAGE TO TRUCK	6635.6020	94-0567	-18		690.92
Total							\$690.92
Total of Ledger							\$1,324.26

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APPROVED FOR PAYMENT BY SABINE COUNTY COMMISSIONERS COURT OCTOBER 24, 1994.

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SABINE COUNTY R & B SPECIAL
 ACCOUNTS PAYABLE LEDGER
 10-21-94

102194
 Page 1

Entry	Date	Description	Account R	Document	Stat	Due	Amount
(BECK)		BECKCOM'S ENGINE SERVICE					
2	10-17-94	7/32" FILE	605.6450	0		-4	1.00
3	10-17-94	SHARPENED CHAIN	605.6450	0		-4	4.00
Total							\$5.00
(FEWO)		FED WOODS					
1	10-11-94	WELDING ON GRADALL	605.6450	R49		-10	30.00
Total							\$30.00
Total of Ledger							\$35.00

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APPROVED FOR PAYMENT BY SABINE COUNTY COMMISSIONERS COURT OCTOBER 24, 1994.

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SABINE COUNTY R&B SPECIAL III
 ACCOUNTS PAYABLE LEDGER
 10-21-94

102194
 Page 1

ntry	Date	Description	Account R	Document	Stat	Due	Amount
FEW)			FED WOODS				
	10-20-94	WELDING/ROCK CRUSHER	607.6346	R1		-1	60.00
	Total						\$60.00
KENN)			KENNAMETAL, INC.				
	10-04-94	B72452 KENN. BLOCK	607.6357	B80175		-17	329.60
	10-04-94	B72452 FREIGHT	607.6357	B80175		-17	9.89
	Total						\$339.49
TXNB)			TEXAS NATIONAL BANK				
	10-19-94	PAYMENT R3	607.6653	07703056		-2	5,518.83
	Total						\$5,518.83
Total of Ledger							\$5,918.32

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APPROVED FOR PAYMENT BY SABINE COUNTY COMMISSIONERS COURT OCTOBER 24, 1994.

THE STATE OF TEXAS
 COUNTY OF SABINE
 I HEREBY CERTIFY THAT THESE DOCUMENTS WERE FILED AND
 DULY RECORDED IN THE COMMISSIONERS COURT MINUTES OF SABINE
 COUNTY, TEXAS.



VOL. *1* PAGE *548*
 Janice McDaniel County clerk
 by *Louise Clark*
 DEPUTY

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