



UPSHUR COUNTY COMMISSIONERS COURT
GILMER, TEXAS

February 14, 1983

On this day the Upshur County Commissioner's Court met in Regular Session with all members present. Motion was made by Commissioner J. W. Meadows seconded by Commissioner Delmo Lawson to approve an agreement on indigent care, arising from the lawsuit filed by Jessie Mae Shelton VS. Upshur County, Texas. Motion carried. Copy attached.

[Handwritten Signature]

COUNTY JUDGE

[Handwritten Signature]

COMMISSIONER, PCT. #1

[Handwritten Signature]

COMMISSIONER, PCT. #2

[Handwritten Signature]

COMMISSIONER, PCT. #3

[Handwritten Signature]

COMMISSIONER, PCT. #4

5. Upshur County will use eligibility criteria for the provision of the health care assistance that establishes an upper income limit for the applicant household that is at least 75% of the income limit currently in force for hospitals subject to the requirements of the federal Hill-Burton Act requirements.

6. Upshur County will provide written application forms and reasonable assistance in completing these forms to each potential recipient requesting health care services.

7. Upshur County will make its determination of eligibility for each applicant based on its written standards of eligibility.

8. Upshur County will notify each applicant in writing of its decision on that applicant's eligibility. Each applicant denied assistance will be informed in writing of each and every reason for the denial of eligibility and of the availability of the following appeal procedures.

9. Within a reasonable time after a denial of assistance and a request for appeal by the applicant, Upshur County will provide a due process hearing on the question of eligibility for assistance.

10. Upshur County will provide an unbiased, neutral decision maker for each due process hearing. The decision maker shall be a panel composed of three members appointed by the Commissioner's Court, none of whom shall be on the Commissioner's Court.

11. Nothing in this agreement is intended to nor should be interpreted to have the effect of imposing liability on Upshur County for non medical or non health care charges imposed by

VOE. 23 PG. 172

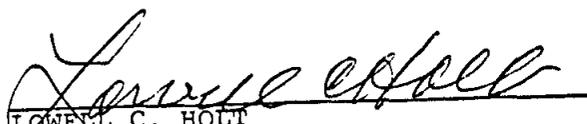
medical or health care providers such as television rental in hospital rooms.

12. Plaintiffs have agreed to waive attorneys fees in this matter, pursuant to this Agreed Judgment.

13. Both parties agree to the incorporation of these terms into a final judgment in this case.

APPROVED AND AGREED TO:


ELIZABETH K. JULIAN
MICHAEL M. DANIEL
Attorneys for Plaintiff


LOWELL C. HOLT
Attorney for Defendants



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

February 14, 1983

Commissioners Court met in Regular Session with all members present.

Judge Dean read the minutes of the January 24, 1983 meeting.

Motion was made by Commissioner Charles Still seconded by Commissioner Delmo Lawson to use the same terminology pertaining to new employes. The term to be used is hired, not re-hired. This refers to the minutes of the January 24, 1983 meeting, as well as in the future. Motion carried.

Motion by J. W. Meadows seconded by Delmo Lawson to approve the minutes of January 24, 1983 as read, with the corrections noted. Motion carried.

Motion by J. W. Meadows seconded by Paul Davis to allow anyone who can, attend the meeting on worker's compensation, unemployment and group health programs in Texarkana on March 23, 1983. Motion carried.

Motion by Delmo Lawson seconded by Paul Davis to allow the Commissioners and Judge to attend the County Judges & Commissioners meeting in College Station February 22-24, 1983. Motion carried.

Judge Dean read a letter from Brenda Jones, in the District Clerk's Office, expressing her appreciation to the Court for allowing her to attend the County and District Clerk's meeting in Tyler, January 27, 1983. Motion carried.

Brenda Jones also wrote a letter to the Court asking that she be given the job of caring for the Law Library. Motion was made by Delmo Lawson seconded by Paul Davis for Brenda to be given this job and receive the pay. Motion carried.

Motion was made by Charles Still seconded by Delmo Lawson to approve the District Clerk and deputy and the County Clerk attending a meeting in College Station on March 1-3, 1983. Motion carried.

Motion by Delmo Lawson seconded by Paul Davis to approve the Sanitation Inspector, Johnny Miller, attending the Texas Environmental Health Association meeting in Corpus Christi on March 4-6, 1983. Motion carried.

Motion by J. W. Meadows seconded by Delmo Lawson to approve payment of the annual dues to the National Association of Counties in the amount of \$363.00. Motion carried.

Motion by Charles Still seconded by Paul Davis to authorize the County Auditor to advertise for bids for the depository, to be opened March 14, 1983. Motion carried.

Motion by Paul Davis seconded by Charles Still to accept the resignation of Florence Johnson as the election judge for voting pct. # 25. Motion carried.

Motion by Paul Davis seconded by Charles Still to appoint Leora Johnson as election judge for voting pct. # 25 to replace Florence Johnson. Motion carried.

Motion by Delmo Lawson seconded by Charles Still to allow the Tax Assessor to change Brenda Skinner, who is presently working part time in his office, to full time effective February 15, 1983. Motion carried.

Motion by Paul Davis seconded by J. W. Meadows to allow the County Treasurer to attend a meeting on April 12-14 in College Station. Motion carried.

Ronnie Mitchell , with the Juvenile Probation Department, gave his 1982 annual report.

Motion by Delmo Lawson seconded by J. W. Meadows to approve a plat of Winnwood Acres (2 nd Addition) for recording purposes only. Motion carried.

Motion by Delmo Lawson seconded by J. W. Meadows to approve a Permit Application by Southwestern Bell Telephone Company to place a buried cable within the ROW of Turkey Road. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J. W. Meadows to approve a Permit Application by Southwestern Electric Power Co. to place an overhead electric line within the ROW of the cut off to Union Grove School. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J. W. Meadows to approve a Permit Application by Arkla Gas Company to place a 3/4 inch welded steel gas line within the ROW of Zinnia Road. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J. W. Meadows to approve a Permit Application by Mrs. Helen Landers to place a culvert within the ROW of Turkey Road. Motion carried. Copy attached.

Motion by Charles Still seconded by Paul Davis to approve a Permit Application by Tully Flowers to install a driveway within the ROW of Lemon Trail. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J. W. Meadows to approve a Permit Application by Randy Foster to place a culvert within the ROW of Mildwood Road in the Green Hills Addition. Motion carried. Copy attached.

Motion by Paul Davis seconded by Charles Still to approve a Permit Application by James Barham to place a culvert within the ROW of Ash Road. Motion carried. Copy attached.

Motion by J. W. Meadows seconded by Charles Still to approve payment of the unpaid bills. Motion carried. Copy attached.

Court closed for an Executive Session, then recessed until Thursday afternoon.

Court reopened at 1:00 P.M. Thursday with all members of the Court present.

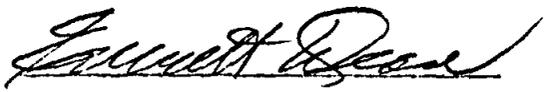
Mr. Bob Frisby, with Jail Planners, Inc. met with the Court to discuss the building of a new jail. After a lengthy discussion, motion was made by Paul Davis seconded by Delmo Lawson to employ Mr. Frisby for Phase 1, which is the Preliminary Plan and Design. Motion carried, with Commissioner Charles Still opposing because he felt that he wanted to take a closer look at the contract.

Motion was made by Paul Davis seconded by Delmo Lawson to give Judge Dean the authority to sign the Contract between Jail Planners, Inc. and Upshur County. Motion carried. Copy attached.

Lowell Holt met with the Court asking for additional space for the DA Office. No action was taken at this time.

Motion by J. W. Meadows seconded by Delmo Lawson to approve the payment of the unpaid bills. Motion carried. Copy attached.

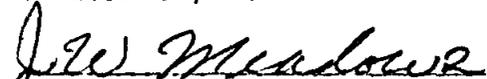
Motion by Charles Still seconded by Delmo Lawson to adjourn. Motion carried.


COUNTY JUDGE


COMMISSIONER, PCT. #3


COMMISSIONER, PCT. #1


COMMISSIONER, PCT. #4


COMMISSIONER, PCT. #2

RO 4861151
LONGVIEW - PLYLER

THE UPSHUR COUNTY COMMISSIONERS COURT
BOX 39
GILMER, TEXAS 75644

FORMAL NOTICE IS HEREBY GIVEN AND REQUEST MADE THAT SOUTHWESTERN BELL
TELEPHONE COMPANY PROPOSES TO PLACE BURIED CABLE WITHIN THE RIGHT-
OF-WAY OF COUNTY ROAD TURKEY ROAD AS FOLLOWS:

(DESCRIBE AND ATTACH PLAT)

THIS AUTHORIZATION EXTENDS CABLE ALONG TURKEY ROAD
AS SHOWN ON ATTACHED PRINTS.

THE LOCATION AND DESCRIPTION OF THE PROPOSED CONSTRUCTION AND APPURTENANCES IS MORE FULLY SHOWN BY THE ATTACHED DRAWING AND PLAT. THE LINE WILL BE CONSTRUCTED AND MAINTAINED ON THE COUNTY RIGHT-OF-WAY AS DIRECTED BY THE COUNTY COMMISSIONERS COURT IN ACCORDANCE WITH CURRENT UPSHUR COUNTY SPECIFICATIONS.

IT IS EXPRESSLY UNDERSTOOD THAT THE UPSHUR COUNTY COMMISSIONERS COURT DOES NOT PURPORT HEREBY, TO GRANT ANY RIGHT, CLAIM, TITLE, OR EASEMENT IN OR UPON THIS COUNTY ROAD. IT IS FURTHER UNDERSTOOD THAT IN THE FUTURE, SHOULD FOR ANY REASON UPSHUR COUNTY NEED TO WORK, IMPROVE, RELOCATE, WIDEN, INCREASE, ADD TO, OR IN MANNER CHANGE THE STRUCTURE OF THIS RIGHT-OF-WAY, THIS LINE, IF AFFECTED, WILL BE MOVED UNDER THE DIRECTION OF THE UPSHUR COUNTY COMMISSIONERS AND SHALL BE RELOCATED AT THE COMPLETE EXPENSE OF THE OWNER.

IT IS FURTHER UNDERSTOOD AND AGREED THAT UPSHUR COUNTY ASSUMES NO LIABILITY FOR DAMAGES TO ANY LINE, POLE, CONSTRUCTION, OR APPURTENANCES IN THE NORMAL MAINTENANCE OF THE COUNTY ROAD.

ALL WORK ON THE COUNTY RIGHT-OF-WAY SHALL BE PERFORMED IN ACCORDANCE WITH THE COUNTY COMMISSIONER'S INSTRUCTIONS. THE INSTALLATION SHALL NOT DAMAGE ANY PART OF THE HIGHWAY AND ADEQUATE PROVISIONS MUST BE MADE TO CAUSE MINIMUM INCONVENIENCE TO TRAFFICE AND ADJACENT OWNERS.

WITH APPROVAL OF THE COMMISSIONERS COURT CONSTRUCTION WILL BEGIN ON OR AFTER
24TH DAY OF FEBRUARY 19 83

Approved
2-14-83

FIRM SOUTHWESTERN BELL TELEPHONE CO

BY Barbara Plyler

NTWK. SERV. SUPV. - DSED

301 MAMON

LONGVIEW, TEXAS 75604

APPROVED: _____

(THIS FORM TO BE SUBMITTED IN DUPLICATE FOR EACH PROPOSED INSTALLATION.)

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PDF 61,4-300-207

SA, 40J-1-1200-193
58,601-625-651-675-45
58,401-600-177

BOX FILL 6106,501-525-25
AFTER RD 1061052 WORKED,
FILL WILL BE -16

PL NCAD-6SW
STN. 4415
FM 1066

44,1564



0+39

FM 1066

0+95

PL NCAD-6SW
STN. 4448 FM 1066



3+96

PL NCAD-6SW
STN. 4475
FM 1066



TO 8

AJBM 25PR-19
6106,526-550

9A1-25W
501-525

BHBM 25PR-19
6106,501-525

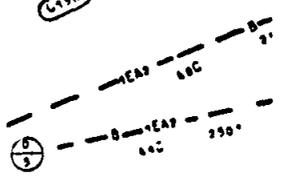
9A1-25W
501-525

BHBM 25PR-19
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44,7524

9A1-25W
501-525

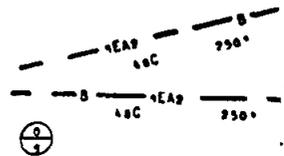
(C-178)



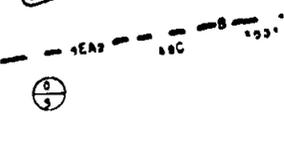
RM TROUBLE CLOSURE
BURY & ENCAPSULATE
SPLICE

RM EXISTING
TERM, BURY &
ENCAPSULATE SPLICE

(C-183)

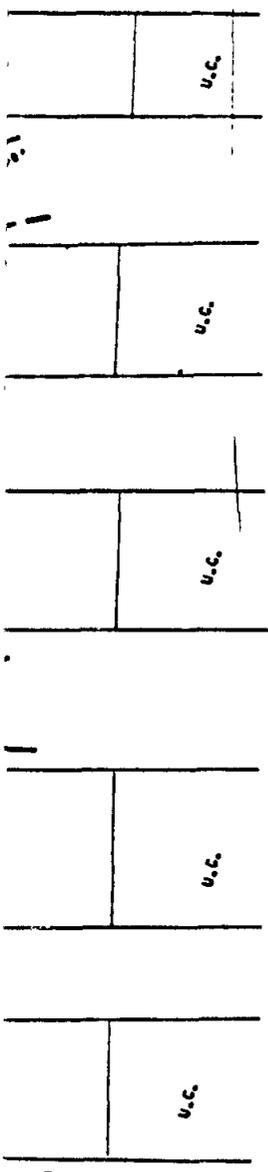


(C-184)



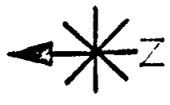
VOE 22 PG. 111

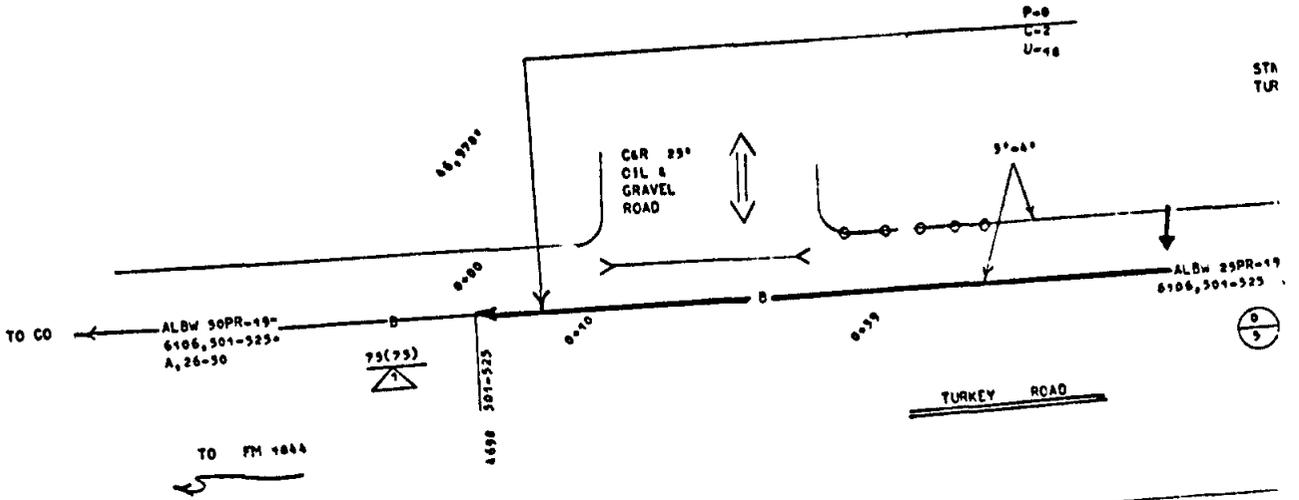
CAUTION: 19.5KV POWER IN AREA.
 LOCATE BURIED CABLE BEFORE DIGGING.
 LOCATION OF UTILITIES UNKNOWN.



NO CHANGE IN POWER CONTACTS.

GENERAL NOTES	
SPECIAL ATTENTION POWER WIRES INVOLVED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
UNDERGROUND TEL PLANT INVOLVED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
GAS OR WATER LINES INVOLVED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
SPECIAL CIRCUITS INVOLVED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
HICKORY COUNTY APPROVAL REQUIRED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <small>DATE REC'D OR APP</small>	
ON PREMISE MILEAGE INVOLVED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
TRANSMISSION <input checked="" type="checkbox"/> PROPOSED LOOP <small>OFFICE 23.555 SUPPLY 1500W</small>	
<small>NO. OF</small> <small>NO. OF</small> <small>NO. OF</small> <small>NO. OF</small> <small>WIRE</small> <small>LOAD COILS</small> <small>NO. OF</small> <small>PROVIDED</small> <small>TOTAL</small> <small>TRANSMISSION COILS</small>	<small>SP</small> <small>SP</small> <small>SP</small> <small>SP</small> <small>SP</small> <small>SP</small> <small>SP</small> <small>SP</small> <small>SP</small>
AIR PRESSURE INVOLVED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CONTRACTOR <small>PHONE</small>	
POLE OR CABLE STAKED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <small>TELEPHONE NO 750-1671</small>	
RECON WORK INVOLVED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
SOUTHWESTERN BELL TELEPHONE COMPANY <small>SUBURBAN EAST DIVISION</small>	
JOB # RD 646-1151	
TOTAL PLATS	PLAT NO
DIST AREA TV4000 LONGVIEW	
C.O. DIST TV4150 LONGVIEW 750	
TAX DIST LA-04	
ISSUED 2-1-53	WORKING ON
BY <i>[Signature]</i>	
REVISED	
SEC REP	747



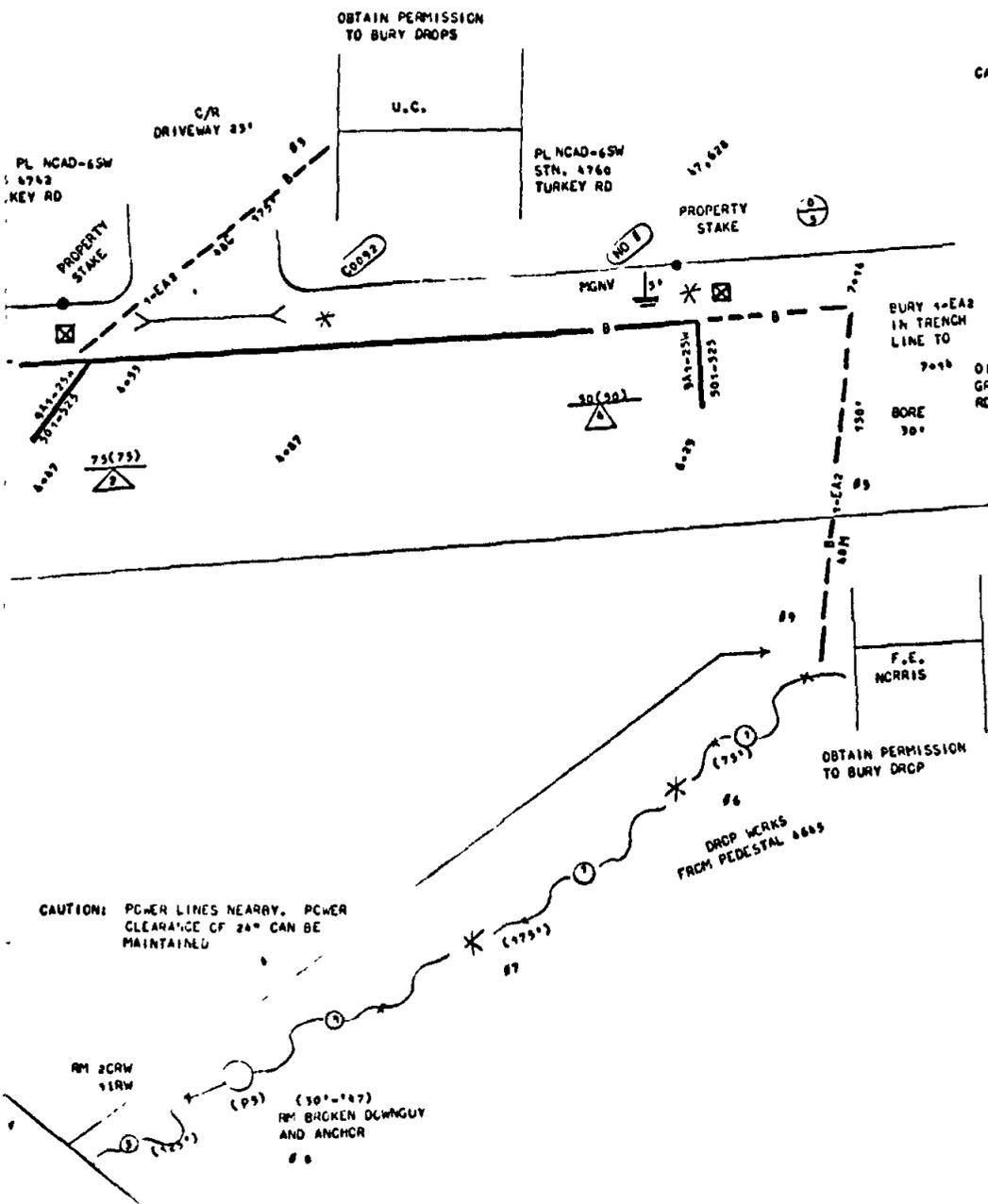


PLACING INFORMATION

FROM OPR PLAT	TO OPR PLAT	INSIDE END	DESCRIPTION	OUTSIDE END	RER NO	ACCT CODE	PL	ML	TRENCH FEET	CREW NO	DATE
1 - 3	1 - 3	BLNK	ALBW 25PR-49	BLNK		55C	639	629	629		

1. BURY IN DITCH LINE MINIMUM 48"
2. LOCATION OF BURIED UTILITIES UNKNOWN
3. WATCH FOR UNMARKED PIPELINES
4. R.O. #A861052 MUST BE WORKED BEFORE T-15 R.O.

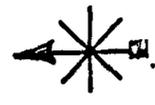
SEE PLAT



CAUTION: 19.5 KV POWER IN AREA

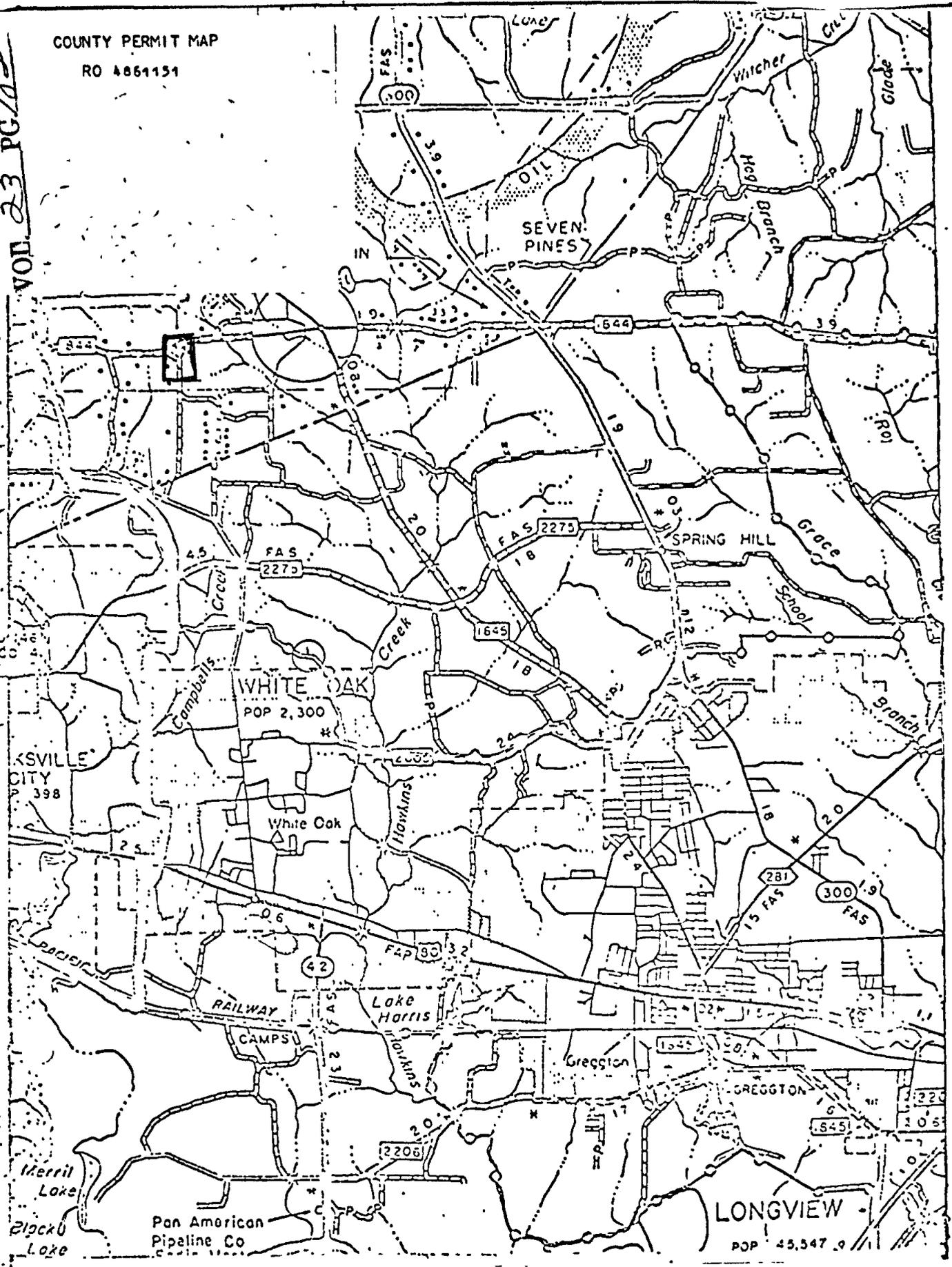
-2 CONTACTS SWB TO UPSHUR REA

GENERAL NOTES	
SPECIAL ATTENTION POWER WIRES INVOLVED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
UNDERGROUND TEL PLANT INVOLVED	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
GAS OR WATER LINES INVOLVED	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
SPECIAL CIRCUITS INVOLVED	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
APPROVAL REQUIRED	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
DATE REC'D BY APP	
DN PREMISE MILEAGE INVOLVED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
TRANSMISSION ULT. PROPOSED LOOP	
OFFICE 20' ECU	1500' 0
30' 00'	0
30' 00'	1292' 0
10' 00'	140' 0
WIRE	0
LOAD COILS	65' 0
1/4" COPPER	0
DRIBBLE TAP	1500' 0
TOTAL	1500' 0
TRANSMISSION COST	0
AIR PRESSURE INVOLVED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
CONTRACT NO.	
POLE OR CABLE STAKED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
TELEPHONE NO.	
RECON WORK INVOLVED	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
SOUTHWESTERN BELL TELEPHONE COMPANY SILVERDALE DIVISION JOB # NC 466153	
TOTAL PLATS	5
DIST. AND TV 5000 LENSVIEW	
C.O. DIST.	TV 3350 LENSVIEW 750
ISSUED	2-1-87
REVISION	
REC'D BY	ZOM



COUNTY PERMIT MAP
RO 4864151

VOL. 23 PG. 12



PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY R.O.W.

Date February 3, 1983

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
c/o COUNTY OF UPSHUR
GILMER, TEXAS

Formal notice is hereby given that Southwestern Electric Power Co.
whose principal address is P.O. Box 2312, Longview, Texas 75606
does propose to place a overhead electric line
within the ROW of County road cutoff to Union Grove School

as follows: Install a pole 100 feet west of US 271 on south side
of cutoff road and extend west a distance of 250' along the south
right of way line.

SWREPCO JOB NO. 674-4253
SWEPCO DRAWING NO. LE 83-023

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

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

Proposed construction will begin, if approved, on or after
Fifteenth day of February 1983.

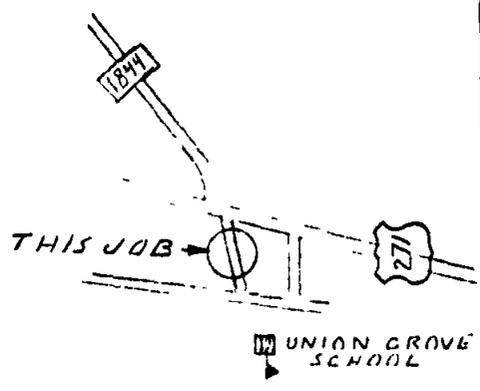
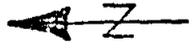
Firm: Southwestern Electric Power Co.
M. L. Heard
Title: Division Engineering Supt.
Address: P. O. Box 2312
Longview, Texas 75606

Approved
2-14-83

NOTE: This form to be submitted in duplicate for each
proposed installation.

VOE. 23 PG. 184

UNION GROVE



FM 1844

US 271

INSTALL 350 #2 TRIPLEX

POLE # _____ INSTALL
PLA 440, 4RAK100,
GHW 2, GUY 211, ANSI
GND-1

POLE # _____ INSTALL
PLA 440, 4RAK100,
GHW 2, GUY 211, ANSI,
GND-1

WHITE STUCCO HOUSE

POLE 61532

OLD US 271

UNION GROVE SCHOOL

SECONDARY EXTENSION TO SERVE NEW UNION GROVE SCHOOL SIGN ON US 271 UNION GROVE, TEXAS	ENGINEERING DEPT	
	EAST TEXAS DIV.	
	APPROVED	
	DRWN BY HILL	DATE 2-1-83
	SCALE 1"=200'	WO 674-4253
SOUTHWESTERN ELECTRIC POWER CO.	SH	DRWG NO LE 83-023

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2
DATE FEB. 8. 1983

Formal notice is hereby given that ARKLA GAS COMPANY
whose principal address is BOX 859 GILMER, TEXAS 75644
does propose to place a 3/4" welded steel gas line
within the ROW of County Road ZINNIA ROAD.
as follows:

To bore under ZINNIA ROAD with
3/4" steel gas line, APPROXIMATELY
500 FEET NORTH OF STATE HWY 154
AT ASHLAND. This will serve residence
of FERRY HOPKINS.

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

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

Proposed construction will begin, if approved, on or after
10th day of FEBRUARY, 1983.

NAME DAVID L. LEFTIS

TITLE DIST. SUPT.

ADDRESS P.O. BOX 859

GILMER, TEXAS 75644

Approved
2-14-83

VOL. 23 PG. 186

ARKANSAS LOUISIANA GAS COMPANY

ENGINEERING DIAGRAM

D. O. NO. _____ W. O. NO. _____ COUNTY PARISH LIPSHUR STATE Texas

PIPE LAID OR REMOVED

SIZE	STEEL, C I, PLASTIC	HOW COUPLED	AMOUNT	WEIGHT PER FOOT	WALL THK	GRADE	NEW OR #2	COATING	MANUFACTURER	OTHER
3/4'	Steel	weld					new		TEXTURAC	

FITTINGS AND OTHER MATERIAL

WORK COMPLETED _____ 19 _____ INV MAP _____ SERVICE MAP _____ STREET _____

FOREMAN _____ TOWN GILMER DISTRIBUTION PLAT _____



BELOW FOR USE OF ENGINEERING DEPARTMENT

C. P. STA. ETC. LAID REMOVED INV. MAP

SIZE													

DIAG. NO. _____ CHECKED _____ POSTED AT _____ { S PORT _____ BY _____

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS
PRECINCT 1
DATE Feb. 2, 1983

Formal notice is hereby given that Mrs. Helen Landers
whose principal address is Rt. 2 Box 152 3/4, Gladewater, Tx.
does propose to place a culvert installation
within the ROW of County Road Turkey Road
as follows:

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

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

Proposed construction will begin, if approved, on or after _____ day of _____, 19____.

NAME: Helen Landers
by Carlos C. N. [Signature]

TITLE _____

ADDRESS _____

[Signature]
2-14-83

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT # 3
DATE 2-1-83

Formal notice is hereby given that TULLY FLOWERS
whose principal address is RT 8 GILMER
does propose to place a driveway on (left)
within the ROW of County Road herman trail
as follows:

Driveway installation

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

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

Proposed construction will begin, if approved, on or after 1-14-83 day of _____, 19____.

NAME Tully Flowers

TITLE Owner

ADDRESS RT #8 Gilmer, Texas

C/O Monique Gage

[Signature]
2-14-83

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1
DATE Feb. 10, 1983

Formal notice is hereby given that Randy Foster
whose principal address is P.O. Box 5814, Longview, Texas 75608
does propose to place a culvert installation
within the ROW of County Road Wildwood (Green Hills)
as follows:

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

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

Proposed construction will begin, if approved, on or after
_____ day of _____, 19____.

NAME: Randy Foster
TITLE _____
ADDRESS _____

Approved
2-14-83

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

TO: THE UPSHUR COUNTY COMMISSIONERS COURT

COUNTY OF UPSHUR

GILMER, TEXAS

PRECINCT 3

DATE Feb. 5, 1983

Formal notice is hereby given that James Barham
whose principal address is Rt. 4 Box 300, Gilmer, Texas 75644
does propose to place a culvert installation
within the ROW of County Road Ash Road
as follows:

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

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

Proposed construction will begin, if approved, on or after
_____ day of _____, 19____.

NAME James F. Barham Jr.

TITLE _____

ADDRESS _____

[Handwritten signature]
2-14-83

GENERAL FUND

VOL. 23 PG. 191

<u>CLAIM NO:</u>	<u>PAY TO:</u>	<u>CLASSIFICATION:</u>	<u>AMOUNT:</u>
435	The Gilmer Mirror	V-V	2,084.45
436	General Telephone	V-443	1,301.81
437	B & M Trophy	401-310	11.69
438	M. R. Patton	401-408	175.00
439	Charles Still	401-425	132.35
440	East Texas Council of Gov.	409-472	1,716.00
441	Complete Business Systems	403-314	54.99
442	Clarke & Courts, Inc.	403-310/29.95	241.65
		403-312/74.16	
		450-312/137.54	
443	Business Records Corp.	403-417/1149.11	2,683.37
		403-418/1534.26	
444	City of Longview	409-476	835.91
445	R. C. Wood Co.	435-310	31.40
446	Hon. Hollis D. Garmon	435-415	32.90
447	The First Administrative Judicial Dist. of Texas	435-472	341.86
448	Standard Office Equip. Co.	450-310	5.71
449	Horace A. Ray	450-425	7.00
450	Brenda Jones	450-425	15.64
451	Wal-Mart Store #146	V-V	603.58
452	County & Dist. Clerks Assoc. of Texas	450-472	25.00
453	Medical & Pathology Lab. Services of East Texas, Inc.	455-416	364.50
454	Medical & Pathology Lab. Services of East Texas, Inc.	455-416	420.00
455	Medical & Pathology Lab. Services of East Texas, Inc.	455-416	831.00
456	Longview Mobilfone & Paging	455-422	23.50
457	Schwaab, Inc.	476-310	32.45
458	Legal Directories Publ.Co.	476-330	26.19
459	Quill Corporation	476-310/18.67	399.52
		497-310/51.16	
		560-310/54.35	
		700-310/275.34	
460	The Prosecutor Council	476-312	10.50
461	Lisa R. Swinehart	476-413	143.60
462	Municipal Finance Officers Association	495-330	145.00
463	Frank M. Schatra, Deputy Sheriff Fairfield County	476-410	10.00
464	Formby Communications	476-420	513.00
465	Perry Brothers, Inc.	497-310	3.78
466	Johns-Stewart Ins. Agency	497-403	91.41
467	Hartgraphics	497-312	10.09
468	General Telephone	497-443/103.99	133.70
		650-443/29.71	
469	Typeright Service Systems	499-450	38.50
470	East Texas Ins. Agency	455-403/48.00	96.00
		499-403/48.00	
471	Ace Lock & Safe Service	510-350/58.50	85.50
		510-450/27.00	

GENERAL FUND

472	Swepeco	510-441	1,584.74
473	Baxter Sales Co., Inc.	510-380	90.00
474	L & S Hardware	510-380	293.63
475	White Auto Store	510-380	426.00
476	Aratex/Ind. Uniform & Towel	510-380	70.05
477	Esco Elevators, Inc.	510-480	144.31
478	The Prosecutor Council	560-330/25.00 476-330/8.75	33.75
479	The Baker & Taylor Co.	650-330	9.34
480	Donovan Uniform Co., Inc.	560-334	203.00
481	Shell Oil Co.	560-340	858.55
482	Goodyear Service Center	560-342/48.75 560-350/3.00 560-450/4.00	55.75
483	Lewis Polygraph Service	560-411	65.00
484	Shafer Rexall Pharmacy	560-411	4.12
485	Motorola Inc.	560-420	1,533.00
486	Don's Mini Storages	560-463	23.00
487	Phillips Petroleum Co.	560-340	47.89
488	James Beasley	560-411/9.31 560-310/9.28	18.59
489	T. S. Ragland Mem. Clinic	560-477/15.00 560-478/31.00	46.50
490	Elliott Office Equip., Inc.	560-570/129.50 700-310/33.98	163.48
491	SArgent-SOwell, Inc.	560-334	218.00
492	Whiteside Garage	560-350/53.15 560-450/23.00	76.15
493	Dallas County	560-416	210.00
494	MUW Juvenile Prob. Dept.	575-432	1,876.92
495	Vingo Foods	565-339	2,888.19
496	Keith Hamberlin	565-390	224.00
497	Racal-Milgo	565-420	105.00
498	Ford Memorial Hospital	565-478	38.19
499	Gilmer Drug Co.	565-478	11.45
500	Darby Equip. Co., Inc.	611-350/119.29 611-450/45.00	164.29
501	The Med-Shop	642-478	19.91
502	East Texas Council on Alcoholism & Drug Abuse	644-476	1,500.00
503	Thames Book Co.	650-330	42.19
504	Doubleday & Co., Inc.	650-330	97.72
505	Upshur-Gregg Soil & Water Conversation Dist. #417	670-476	1,500.00
R & B #1			
63	Young Oil Co.	611-340	1,871.07
64	Economy Auto Supply, Inc.	611-340/13.00 611-350/277.42 611-450/80.50	370.92
65	Goodyear Auto Center	611-342	119.76
66	Smith Oil Company	611-340/19.50 611-350/4.00	23.50

R & B #1

67	H. C. Wilson Distributor	611-344	1,274.80
68	George P. Bane, Inc.	611-350	248.22
69	Automotive Service Parts	611-350	5.59
70	York Pump & Equip., Inc.	611-350	41.95
71	Mirick Machine Company	611-350/65.00 611-450/45.00	110.00
72	York Pump & Equip., Inc.	611-350/50.50	54.50
73	R & B #3	611-450	1,000.00
74	Diana Welding Service	611-450	126.00
75	Allen Machinery Co., Inc.	611-350	102.09

R & B #2

76	Young Oil Co.	612-340	1,315.21
77	Goodyear Auto Center	612-342	268.34
78	Henry T. Lynn	612-346	21.00
79	Joseph Nelson	612-346	16.00
80	Long Motor Co. Inc.	612-350	37.95
81	A & E Machine Shop, Inc.	612-349	150.64
82	George P. Bane, Inc.	612-350/12.13 612-450/25.00	37.13
83	Gilmer Auto Supply, Inc.	612-350	12.13

R & B #3

74	Young Oil Co.	613-340	91.14
75	Goodyear Auto Center	613-342	100.38
76	H. C. Wilson, Distributor	613-344	1,513.20
77	Luther Holman	613-346	186.00
78	A & E Machine Shop, Inc.	613-349	186.91
79	Long Motor Co. Inc.	613-350	89.39
80	George P. Bane, Inc.	613-350	264.85
81	Economy Auto Supply	613-340/19.55 613-350/60.51	80.06

R & B #4

66	Gilmer Tire & Automotive	614-341	172.15
67	Young Oil Co.	614-340	1,584.34
68	Cook Hardware & Furniture	614-349	22.00
69	A & E Mill & Welding Supply	614-349	99.66
70	Gilmer Auto Supply, Inc.	614-350	35.36
71	Upshur County Ford Tractor	614-350	9.00
72	Long Motor Co., Inc.	614-350	18.27
73	Western Auto Associate Store	614-349/21.95 614-350/9.93	31.88
74	Skinner's Radiator Shop	614-450	10.00

LAW LIBRARY

9	Bancroft-Whitney Company	480-330	157.25
10	Shepard's/McGraw-Hill	480-330	82.00

Right-of-Way

20	J. B. Hill, Jr. County Clerk	625-404	28.00
21	Garrison, Patton & Toliver	625-501	2,000.00
22	J. M. Freeman, A.S.A.	625-501/35.00	350.00
		625-720/315.00	
23	P. M. Brown, Realtors, Inc.	625-501/54.00	540.00
		625-720/486.00	
24	Mary Lee Baird	625-501/50.00	500.00
		625-720/450.00	
25	Gaddis Lindsey	625-501/50.00	500.00
		625-720/450.00	
26	H. E. Allen	625-501/50.00	500.00
		625-720/450.00	
27	Henry Realty Co.	625-501/71.00	710.00
		625-720/639.00	

SALARY FUND

42	Family Cancer Plan	780-256	251.04
43	Mid-Continent Life Ins. Co.	780-256	296.50
44	Transport Life Ins. Co.	780-256	278.35
45	Great-West Life Assurance Co.	780-256	2,026.09
46	State Reserve Life Ins. Co.	780-256	31.40
47	BC BS	780-256	953.05
48	BC BS	780-256	7,871.43

ADULT DISTRICT PROBATION

9	Internal Reenue Service	570-257	107.65
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CONSULTATION AGREEMENT
BETWEEN OWNER AND CONSULTANT

This Agreement is made between JAIL PLANNERS, INC., of Corsicana, Navarro County, Texas, hereinafter referred to as "JPI", and UPSHUR COUNTY, TEXAS, hereinafter referred to as "Owner".

Owner desires to engage the JPI to perform certain services in connection with the planning and construction of certain correctional facilities for Owner; and

JPI is willing to undertake the performance of such services;

NOW THEREFORE, it is agreed and understood as follows:

ARTICLE ONE

Representations

Jail Planners, Inc. represents the JPI shall remain in full force and effect throughout the life of this Agreement. Owner represents that it has authorized and empowered Everett Dean, County Judge, to act on behalf of Upshur County, Texas, in entering into this Agreement with JPI.

ARTICLE TWO

Consultant Services

JPI agrees to perform certain technical and professional services for Owner with respect to planning, construction, and operation of a correctional facility in Upshur County, Texas (hereafter referred to as "the facility" or "the project"). The general scope of these services is set out in attached Appendix "A" and Appendix "B", which forms a part of this Agreement.

ARTICLE THREE

Time of Performance

JPI shall perform the services required by this Contract in a prompt manner, so as to avoid unreasonable delay in the progress of the project.

ARTICLE FOUR

Fee

A. The total fee to be paid by Owner to JPI for the performance of services under this Contract as described in Appendix "A" (Criminal Justice Survey, Management Study and Schematic Design) shall be Thirty-Three Thousand and No/100 Dollars (\$33,000.00) plus reimbursable expenses as set forth in Article Five hereof, and shall be due and payable as follows:

1. \$11,000.00 due and payable fifteen (15) days following the date of this Contract.
2. \$11,000.00 due forty-five (45) days after date of this Contract.
3. \$11,000.00 due on presentation of completed Preliminary Planning Study.

B. The total fee to be paid by Owner to JPI for the performance of services under this Contract, described in Appendix "B" (services prior to, during and after construction) shall be a stipulated sum equal to seven percent (7%) of the construction budget as approved in Appendix "A", plus reimbursable expenses as set forth in Article Five hereof, Payments for basic services included in Appendix "B" shall be made monthly and shall be in proportion to services performed within each phase of services as follows:

Design Development Phase	25%
Construction Documents Phase	45%
Bidding or Negotiation Phase	5%
Construction Phase	20%
Post Construction Phase	5%

C. Should Owner require additional consultant services from JPI, the cost of such consultant services will be \$450.00 per day, per person, plus expenses.

D. The net amount of each invoice rendered by JPI to Owner will be due and payable on receipt of invoice by Owner. Owner agrees to pay an additional 2% of each invoice amount for each thirty (30) days that invoice remains unpaid beyond thirty (30) days after the receipt of invoice by Owner.

ARTICLE FIVE

Reimbursable Expenses

In addition to the fees set forth in Article Four, JPI shall be paid and reimbursed for all costs and expenses as follows:

A. Transportation and living where such expenses or costs were incurred by JPI in connection with the performance of the Contract; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the project.

B. Expense of reproductions, postage and handling of drawings and specifications including duplicate sets at the completion of each phase for the Owner's review and approval.

ARTICLE SIX

Termination of Contract

A. It is agreed that either party may terminate this Contract, for cause at any time by written notice given to the other by certified mail;

B. JPI shall submit to Owner an itemization of reimbursable expenses within sixty (60) days after such termination.

C. It is hereby agreed that 50% of the total fee set forth in Article Four A shall be paid to JPI in the event

that Owner notifies JPI of termination of this Contract within fifteen (15) days of the date of its acceptance. It is further agreed that 85% of the total fee set forth in Article Four A shall be paid to JPI by Owner in the event Owner terminates this Contract at any time after fifteen (15) days from the date of acceptance of the Contract but prior to presentation of the Criminal Justice Survey, Management Study and Schematic Design. It is further agreed that 100% of the total fee set forth in Article Four A shall be paid to JPI by Owner in the event Owner terminates this Contract after presentation of the Criminal Justice Survey, Management Study and Schematic Design to the County. Nothing in this Paragraph 6C shall operate to delay payment as provided for in Article Four A.

D. It is hereby agreed that fifty percent (50%) of the total fee agreed to pursuant to Article Four B shall be paid to the JPI by Owner in the event that Owner notifies JPI of termination of this Contract within fifteen (15) days after issuing notice to proceed on work described in Appendix "B". It is further agreed that eighty-five percent (85%) of the total fee agreed to as provided in Article Four B shall be paid to JPI in the event Owner terminates this Contract at any time after fifteen (15) days from the date of notice to proceed with work described in Appendix "B" but prior to presentation of the Contract Documents to the County. Ninety-five (95%) of the total fee agreed to in Article Four B shall be paid to JPI by Owner in the event Owner terminates this Contract at any time after presentation of Contract Documents to the County. Nothing in this Paragraph 6D shall operate to delay payment as provided for in Article Four.

E. For purposes of this Article Six, notice of termination shall be effective three days after mailing by certified mail to the address set forth below:

JAIL PLANNERS, INC.
c/o Bob R. Frisby
P. O. Box 1731
Corsicana, Texas 75110

The address set forth may be changed upon written notice to the other party.

ARTICLE SEVEN

The Owner's Responsibilities

A. The Owner shall furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; right-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

B. The Owner shall furnish the services of soil engineers or other consultants when such services are deemed necessary by JPI. Such services shall include test boring, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.

C. The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

D. The Owner shall furnish all legal accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Contractor's Applications for payment or to ascertain how or for what purposes the Contractor uses the monies paid by or on behalf of the Owner.

E. The services, information and surveys and reports required by Paragraphs A through D inclusive of this Article Seven shall be furnished at the Owner's expense JPI shall be entitled to rely upon the accuracy and completeness thereof.

F. If the Owner observes or otherwise becomes aware of any fault or defect in the project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to JPI.

G. The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of JPI's services and of the work.

ARTICLE EIGHT

Construction Budget

A. The Construction Budget shall be based on the total cost or estimated cost to the Owner of all elements of the project designed or specified by the JPI.

B. The Construction Budget shall include at current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the Owner and any equipment which has been designed, specified, selected or specially provided for by JPI.

C. Construction budgets do not include the compensation to JPI and the JPI's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Article Seven.

D. Statements of probably construction cost and detailed cost estimates prepared by JPI represent its best judgment based upon familiarity with the construction industry. It is recognized however, that neither JPI nor Owner has any control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, JPI cannot and does not guarantee that bids will not vary from any statements of probable construction costs or other cost estimate prepared by JPI or any of its employees or independent contractors.

ARTICLE NINE

Arbitration

A. 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 American 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 except by written consent containing a specific reference 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 therein or with any party not named or described thereon. 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.

B. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American 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.

C. 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.

ARTICLE TEN

Strict Performance of Covenants

The failure of either party hereto to insist upon strict performance of any of the covenants or conditions of this Contract or to exercise any right herein conferred in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such covenants, but the same shall be and remain in full force and effect.

ARTICLE ELEVEN

Successors and Assigns

The Owner and JPI respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representative of such other party with respect to all covenants of this Agreement. Neither the Owner nor JPI shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

ARTICLE TWELVE

Entire Agreement

This Contract supersedes any and all previous Agreements, understandings, or communications, verbal or written, between the parties and sets forth the entire understanding of the parties, and, except as expressly provided herein, no change, amendment or modification of this Contract shall be effective unless made in writing and signed by all parties.

ARTICLE THIRTEEN

Severable Provision

If any part of this Contract shall be invalid, it is deemed severable, and the remainder of this Contract shall continue to be in full force and effect.

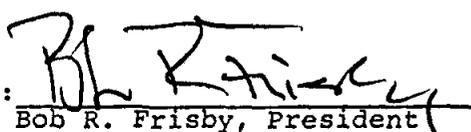
ARTICLE FOURTEEN

Acceptance

This Contract is given in renewal and replacement of that certain original Contract entered between JPI and the Owner under date of December 4, 1981 and is made for the sole purpose of ratifying and approving certain change of names and addresses of JPI members at the request and approval of Owner. Except as herein modified, such original agreement is hereby ratified and approved.

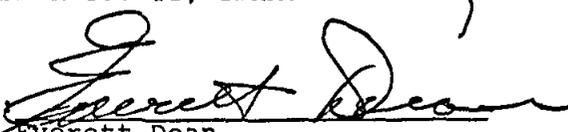
By our hands, WITNESS our acceptance of all terms, covenants and conditions set forth herein, and in the attached Appendix "A" and Appendix "B", on this the 17th day of Feb, 1983, effective as of December 4, 1981.

JAIL PLANNERS, INC.

BY: 

Bob R. Frisby, President

UPSHUR COUNTY, TEXAS

BY: 

Everett Dean,
County Judge

APPENDIX "A"

CRIMINAL JUSTICE SURVEY, MANAGEMENT STUDY
AND SCHEMATIC DESIGN

JPI shall furnish to Owner a Criminal Justice Survey, Management Study and Schematic Design of the needs and requirements of the County with respect to the expansion and/or replacement of their correctional facility. This study will investigate construction of a new criminal justice center to replace the existing jail.

JPI will perform the following:

I. Criminal Justice Survey - JPI will provide the County with a Criminal Justice Survey. This Survey will verify the jail needs of the County through the investigation of jail records and interviews with officials in the criminal justice system. The Survey will document the jail population over the last five years and will break down this population by type of crime, length of stay, age group and prisoner classifications. Projections will be made using the population trends of the County to attempt to predict the jail needs through 2000.

II. Building Options Survey - JPI shall examine such options as may exist to solve the problems identified in the survey of the existing facility, and to provide a facility which will comply to the applicants state standards. (These options are listed above). Other options will be explained if they become apparent during the planning process. These options will be studied to determine their suitability and ability to solve structural, architectural security and economic considerations.

III. Preliminary Management Survey - JPI shall survey the existing management procedures at the facility to determine their efficiency and adaptability to a new facility. We will provide the County with preliminary management concepts as they would apply to a new facility, or the temporarily remodeled existing facility. Interviews with the sheriff and his staff, County officials and principals within the criminal justice system will be used to determine how a new facility would work and what levels of sophistication are desirable and practical. Manpower costs, time and motion studies, security and the preservation of civil rights will be prime consideration in the development of these concepts.

IV. Initial Budget Verification - Preliminary budgets will be developed for each viable option. The County will be provided with construction budgets based on known and anticipated costs at the time of presentation.

V. Schematic Design - JPI's architects shall prepare a schematic design of the approved option.

VI. JPI intends that work will be completed and a formal report will be presented in writing and verbally at least ninety (90) days from the signing of this Contract, but no later than one hundred twenty (120) days from such signing.

VII. Representation during Owner financing stage.

SERVICES AFTER CONSTRUCTION

VIII. Management Plan Development - After construction of the facility is completed, JPI shall furnish to Owner the following:

- A. Jail Management Plan - A Jail Management Plan that will set forth in reasonable detail JPI's recommendations as to the management of the facility.
- B. Training Plan and Materials -
- (1) A written manual of sufficient detail and scope as to familiarize and educate all jail personnel as to the appropriate methods and techniques to be used and followed in proper day to day management of the facility.
 - (2) Illustrative material based on enlarged floor plans suitable for group training sessions.
 - (3) Appropriate charts, graphs, diagrams, or other visual aids as may be reasonably necessary to effectuate the purposes of the training plans and materials described above in (1) and (2).
- C. Written Procedures for Operation of the Facility as Required by the Jail Standards Commission (hereinafter referred to as "Written Procedures") - Written Procedures as required by the Jail Standards Commission which are in effect as of the date of this document, or as amended and effective as of the date there is substantial completion of the facility, and such Written Procedures shall include:
- (1) Admission of Inmates
 - (2) Release of Inmates
 - (3) Records and Procedures
 - (4) Classification and Separation of Inmates
 - (5) Medical Services
 - (6) Supervision
 - (7) Clothing, Personal Hygiene and Bedding
 - (8) Sanitation
 - (9) Food Service
 - (10) Discipline
 - (11) Recreation and Exercise
 - (12) Education and Rehabilitation Programs
 - (13) Inmate Work Assignment in County
 - (14) Plans for Inmate Privileges
 - (15) Female Inmates
 - (16) Plans for Emergencies, Fire Prevention and Critical Articles

IX. Personnel Training - JPI shall, upon substantial completion of construction of the facility, furnish one qualified instructor to conduct a training session or seminar, so as to familiarize and educate all jail personnel as to the proper methods and techniques to be used and followed with regard to the written procedures required by the Jail Standards Commission. The training session or seminar referred to herein shall not exceed three days in length and not require a total of more than twenty (20) hours of actual instruction, with no more than eight hours of actual construction in any 24 hour period. JPI shall be required to furnish only one training session or seminar. Additional training sessions or seminars may be provided to Owner upon request to JPI and payment by Owner of an additional fee, to be agreed upon by Owner and JPI.

X. Optional Training Aid - If requested by Owner, JPI shall, at additional cost to be agreed upon by Owner and JPI, furnish a slide presentation filmed in the completed facility that may be used in conjunction with the written manual and the Written Procedures referred to above, so as to illustrate, where appropriate, the proper methods and techniques to be used and followed with regard to the Written Procedures required by the Jail Standards Commission.

XI. Post Occupancy Review - JPI shall, within ninety (90) days after occupancy of the facility, conduct a post-occupancy inspection of the facility and advise Owner of its findings and recommendations with regard to the operation of the facility in accordance with the Written Procedures required by the Jail Standards Commission.

APPENDIX "B"

SCOPE OF SERVICES

SERVICES PRIOR TO AND DURING CONSTRUCTION

JPI is hereby authorized, as Owner's representative, to interpret the requirements of Owner as set forth in the program, and to provide Design Development Documents and Contract Documents for the facility. This authority is limited to those areas in which JPI has special expertise, namely, to areas of detention design, detention equipment, and detention function. JPI shall provide other services as outlined herein:

I. Design Development - JPI's architects shall prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and other such essentials as may be appropriate. JPI's architects shall submit to the Owner a further statement of probable construction cost.

II. Construction Documents Phase - JPI's architects shall prepare from the approved Design Development Documents, for approval by the Owner, drawings and specifications setting forth in detail the requirements for the construction of the entire Project including necessary bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of agreement between Owner and the contractor.

III. Bidding or Negotiation Phase - JPI's architects following Owner's approval of the Construction Documents and the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

IV. Construction Phase - Administration of the Construction Contract - The construction phase will commence with the award of the construction contract and will terminate when the final Certificate of Payment is issued to the Owner.

JPI's architects shall provide administration of the construction contract as set forth in AIA Document B141, 1977 edition.

JPI, as representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of Owner's instructions to the contractor shall be issued through JPI.

V. Jail Standards Commission Approvals - JPI shall assist Owner in preparing the documentation to submit with Owner's application to the Texas Jail Standards Commission for approval of the plans and specifications prepared by the Owner as being in compliance with the jail standards.

VI. Financing - If requested by Owner, JPI shall furnish the name of at least one brokerage firm, who JPI considers to be reputable, that Owner may contact concerning the securing of financing for the facility. JPI shall not be responsible for any act or omission of the brokerage firm, and does not in any way warrant the ability of said firm.

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VII. Inspection - JPI shall advise and consult with Owner as to appropriate completion procedures and inspections of the facility, after substantial completion but before occupancy.

General Provisions - With reference to the facility, JPI shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs; and shall not be responsible for the General Contractor's failure to carry out the work for the project in accordance with the Contract Documents, or the program in general. It is hereby specifically agreed that JPI shall not be responsible for the acts or omissions of the General Contractor, or any subcontractors or any of their agents or employees, or any other persons performing any of the work involved in the project.