

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON FRIDAY THE, 17TH DAY OF JUNE, 2011 AT 2:00 P.M., IN THE COUNTY COURT ROOM IN THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT DICK MARTIN, DAVID WARREN, AND JAMES OLSEN

1. 2:00 P.M. MOTION TO CONVENE BY JUDGE DAVENPORT SEC BY OLSEN  
ALL VOTED AYE MOTION CARRIED
2. MOTION TO APPROVE QUOTES FOR 3 AIR CONDITIONING UNITS FOR THE JUSTICE CENTER UNDER THE EECBG GRANT BY OLSEN SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED
3. MOTION TO APROVE CONTRACT WITH WARREN CONCRETE FOR REPAIRS ON SECR 1090 BY WARREN SEC BY MARTIN  
ALL VOTED AYE MOTION CARRIED **TO WIT PG 444-454**
4. MOTION TO ADJOURN BY WARREN SEC BY MARTIN  
ALL VOTED AYE MOTION CARRIED

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR JUNE 17TH, 2011.

SIGNED 17TH DAY OF JUNE 2011.

Sherry Dowd  
SHERRY DOWD, COUNTY CLERK



444

**NAVARRO COUNTY, TEXAS  
POLICY AND PROCEDURES MANUAL**

**IV. PURCHASING POLICIES**

In order to obtain the best price in the most efficient manner, purchases will be divided into the following five (5) classes:

1. Less than \$10,000 – requires advance approval only.
2. \$10,000 – \$24,999 – requires quotation(s) from vendors and advance approval.
3. \$25,000 – \$49,999 – requires Commissioner's Court approval.
4. Over \$50,000 – requires formal sealed, competitive bids as specified by Chapter 262 of *The Texas Local Government Code*.
5. Purchases made through cooperative purchasing agreements.

The County will contract annually for supplies and materials for which we spend more the \$50,000 per year. Each office will receive a list of current contracts at the beginning of each fiscal year.

Purchases of supplies and materials for which the County has taken formal bids and has a current contract with a supplier or those purchases made through cooperative purchasing agreements are not governed by these policies and procedures except that a purchase order must be issued prior to the purchase being made.

Purchases made on behalf of the County are subject to the following:

1. A purchase order will be required prior to any purchase being made regardless of amount. All vendors have been notified that a purchase order number and/or a copy of the purchase order must be presented for authorization to make the purchase. *The County will assume no responsibility unless a purchase order is obtained in advance.*

Purchases made without advance purchase order authorization will be the responsibility of the purchaser and the vendor.

2. Purchases under \$10,000 require only a purchase order if adequate funds are available in the appropriate budget line item.

3. Purchases from \$10,000 to \$49,999:

- a. Purchases of new commodities from \$10,000 to \$49,999 require that at least three (3) quotations be obtained and submitted to the County Auditor's Office.
- b. Purchases of new commodities from \$10,000 to \$49,999 require that one quotation be submitted to the County Auditor's Office.
- c. Purchases of new commodities from \$10,000 to \$49,999 require that one quotation and a contract for services be submitted to the County Auditor's Office. The District may be responsible in determining whether a performance bond should be obtained from the contractor.

4. Purchases between \$25,000 and \$49,999 require commissioner's court approval.

5. Purchases of \$50,000 or more require that formal bidding procedures be followed, as specified by State law.

**Navarro County, Texas**  
**Reconstruction of Concrete on SE 1090**

**I. GENERAL REQUIREMENTS**

**HOLD HARMLESS AGREEMENT:** Contractor shall indemnify and hold Navarro County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Work, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Work. Certification of such coverage must be provided to the County upon commencement of this work.

**INVOICES & PAYMENTS:** Contractor shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice which cannot be verified by the contract price and/or is otherwise incorrect will be returned to the Contractor for correction. Under term contracts, when multiple deliveries and/or services are required, the Contractor may invoice following each delivery and the County will pay on invoice. Prior to any and all payments made for goods and/or services provided under this contract, the Contractor should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Navarro County Auditor's Office. Failure to provide this information may result in a delay in payments and/or back-up withholding as required by the Internal Revenue Service.

**PRICING:** Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame. All prices must be written in ink or typewritten. Where unit pricing and extended pricing differ, unit pricing prevails. Pricing is attached and agreed upon as Exhibit 1 attached hereto and incorporated herein by reference.

**SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item.

**TAXES:** Navarro County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Navarro County claims exemption from all sales and/or

use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Navarro County Auditor's Office.

**TERMINATION:** Navarro County reserves the right to terminate the contract for default if Contractor breaches any of the terms therein, including warranties of Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Navarro County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Navarro County's satisfactions and/or to meet all other obligations and requirements. Navarro County may terminate the contract without cause upon thirty (30) days written notice.

**TESTING:** Navarro County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review.

**WAIVER OF SUBROGATION:** Contractor and Contractors' insurance carrier waive any and all rights whatsoever with regard to subrogation against Navarro County as an indirect party to any suit arising out of personal or property damages resulting from Contractor's performance under this agreement.

**WARRANTIES:** Contractor shall furnish all data pertinent to warranties or guarantees which may apply. Contractor may not limit or exclude any implied warranties. Contractor warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Navarro County may return the product for correction or replacement at the Contractor's expense. If Contractor fails to make the appropriate correction within a reasonable time, Navarro County may correct at the Contractor's expense.

V. SPECIFICATIONS/RESPONSE PACKAGE

WARREN CONCRETE 479-04-1957  
 COMPANY SUBMITTING PROPOSAL FEDERAL ID NUMBER

7155 Hwy 45E  
 ADDRESS

CORSICANA, TX 75109  
 CITY, STATE, ZIP

CHRIS WARREN owner, operator  
 NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

903-257-5150  
 TELEPHONE NO. FAX NO.

e-mail.

Chi Warren  
 SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

RECONSTRUCTION OF SE 1090:

SITE  
SE 1090

SCOPE OF WORK:

Saw cut and remove approximately 400 square feet of failed concrete out of road. Install 5/8" dowels spaced at every 16". Replace 400 square feet of concrete with 4000 pounds per square inch concrete. Put up traffic cones as needed.

CONTRACTOR'S RESPONSE TO SPECIFICATIONS

COST TO PERFORM SCOPE OF WORK (\$) : 4750.00

LIST OF ANY EXCLUSIONS OR FACTORS THAT MAY ALTER THE COST:

NONE

CONTRACT PROPOSAL AFFIDAVIT

The undersigned certifies that the contract prices in this proposal have been carefully reviewed and are submitted as correct and final. He further certifies that the Contractor agrees to furnish any and/or all items upon which prices are extended at the price(s) offered.

STATE OF TEXAS §
COUNTY OF NAVARRO §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Chris Warren, who, after being duly sworn, did depose and say: "I, Chris Warren, am a duly authorized officer or agent for WARREN CONCRETE, and have been authorized to execute the foregoing contract proposal on their behalf. I hereby certify that the foregoing proposal has not been prepared in collusion with any other contractors or other person or persons engaged in the same line of business. Further, I certify that the contractor is not now, nor has he been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of the services or materials."

Name and Address of Contractor: WARREN CONCRETE

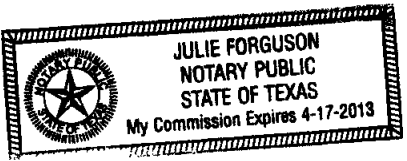
Telephone: 903-257-5150

By: Chris Warren Title: OWNER
(Type or Print Name)

Signature: Ch Warren

SUBSCRIBED AND SWORN to before me by the above named on this the 20 day of June, 2011.

Julie Ferguson
Notary Public in and for the State of Texas



STATEMENT OF CONTRACTOR'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Contractor may submit any additional information he desires.

Name of Contractor: WARREN CONCRETE Date Organized: May 2006

Address: 7155 Hwy 45E Date Incorporated: \_\_\_\_\_

Number of Years in contracting business under present name: \_\_\_\_\_

Contract on Hand:

Contact	Amount (\$)	Completion Date
	<u>\$4760.00</u>	<u>1 week</u>

Type of work performed by your company: SAW, CONCRETE WORK

Have you ever failed to complete any work awarded to you? NO

Have you ever defaulted on a contract? NO

List similar projects completed by your firm:

Project	Amount (\$)	Completion Date
<u>low water crossing, Richland Creek</u>		
<u>BRIDGE REPAIR WORK, LOVE BRIDGE</u>		

Major equipment available for this project: NONE

## MINIMUM INSURANCE REQUIREMENTS

- The Contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.
- All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.
- Upon request, certified copies of original insurance policies shall be furnished to Navarro County.
- The County reserves the right to require additional insurance should it be deemed necessary.

- A. Workers' Compensation (with Waiver of subrogation to Navarro County) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project.

Statutory, and Bodily Injury by Accident: \$1,000,000 each employee. Bodily Injury by Disease: \$1,000,000 policy limit \$1,000,000 each employee.

- B. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage.

\$1,000,000 each occurrence Limit Bodily Injury and Property Damage Combined  
\$2,000,000 Products-Completed Operations Aggregate Limit \$2,000,000 Per Job  
Aggregate \$2,000,000 Personal and Advertising Injury Limit. Navarro County shall be named as "additional insured" on commercial general liability policy.

- C. Automobile Liability Coverage:

\$1,000,000 Combined Liability Limits. Bodily Injury and Property Damage Combined. Navarro County shall be named as "additional insured" on automobile policy.

**Attach copies of current insurance coverage that meets or exceeds these requirements to this page and include in the response package.**



This agreement is made in Corsicana, Navarro County, Texas, is performable in such County; and wherein venue shall lay. This agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of a dispute under this Agreement the Parties agree to pursue a remedy with mediation as defined by Texas Civil Practice and Remedies Code Chapter 154.

## VENDOR REFERENCES

Company: WARREN CONCRETE

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal.

## REFERENCE 1

Company Name: WATKINS DEVAddress: CORSICANA, TXContact Person/Title: HARRY, 903-654-1513

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

Contract Period: 4 YEARS Scope of Work: ALL CONCRETE

## REFERENCE 2

Company Name: WATKINS CONSTRUCTIONAddress: CORSICANA, TXContact Person/Title: JERRY MAC WATKINS

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: ALL CONCRETE

## REFERENCE 3

Company Name: TX DOT

Address: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: CONCRETE

*Access to Work*

Navarro County, their consultants and other representatives and personnel of Navarro County, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

*Navarro County May Stop the Work*

If the work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents and Specifications, Navarro County may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Navarro County to stop the Work shall not give rise to any duty on the part of Navarro County to exercise this right for the benefit of the Contractor, or any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

*Correction Period*

If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents and Specifications) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or area made available for Contractor's use by Navarro County is found to be defective, Contractor shall promptly, without cost to Navarro County and in accordance with Navarro County's written instructions:

- 1. repair such defective land or areas; or
- 2. correct such defective Work; or
- 3. if the defective Work has been rejected by Navarro County, remove it from the Project and replace it with Work that is not defective, and
- 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

If Contractor does not promptly comply with the terms of Navarro County's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Navarro county may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

ATT: Butch

Warren Concrete

. 454  
433573  
903-257-9192

CUSTOMER'S ORDER NO.		DEPARTMENT			DATE	
NAME Navarro County						
ADDRESS Navarro State						
CITY, STATE, ZIP						
SOLD BY		CASH	C.O.D.	CHARGE	ON ACCT.	MDSE RETD PAID OUT
QUANTITY	DESCRIPTION			PRICE	AMOUNT	
1						
2						
3						
4						
5	Tear Out, dispose of					
6	app 400 sq ft 8in					
7	replace with 4000 psi					
8	concrete, 5/8" dowels					
9	every 16", cones					
10	put up as needed					
11						
12						
13						
14						
15						
16						
17						
18					4750 <sup>00</sup>	
19						
20						
RECEIVED BY						

Thank you  
Chris

5805

KEEP THIS SLIP FOR REFERENCE