

NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Monday, the 27th day of February, 2012 at 10:00 a.m., in the County Courtroom of the Navarro County Courthouse in Corsicana Texas. Presiding Judge HM Davenport, Commissioners Present Kit Herrington, David Warren, Dick Martin, and James Olsen.

1. 10:05 a.m. Motion to convene by Comm. Herrington sec by Comm. Warren  
All voted aye motion carried
2. Opening prayer by Judge Davenport
3. Pledge of Allegiance
4. Public Comments-No comments

**CONSENT AGENDA**

Motion to approve the consent agenda items 5-7 by Comm. Herrington Sec by Comm. Olsen  
All voted aye motion carried

5. Motion to approve the minutes from the previous meetings of February 13th, 2012
6. Motion to approve and pay bills submitted by the County Auditor, including current bills, and payroll (paid 2/29/12)
7. Motion to approve budget transfer of \$30,000 from Non Departmental Insurance (101-406-417) to Miscellaneous (101-406-495)

**REGULAR AGENDA**

8. Presentation of GFOA Certification of Achievement for Excellence in Financial Reporting for FY 2010 Combines Annual Financial Report
9. No action taken on Burn Ban
10. Motion to approve to change (add American Forensics) forensic lab services for the Justice of the Peace Offices by Comm. Martin sec by Comm. Olsen  
All voted aye motion carried (No contract needed)
11. Motion to approve Precinct 1 Constable Racial Profiling Report by

- Comm. Herrington sec by Comm. Martin      **TO WIT PG 115**  
All voted aye motion carried
12. Motion to approve Precinct 4 Constable Racial Profiling Report by Comm. Olsen sec by Comm. Warren      **TO WIT PG 116**  
All voted aye motion carried
13. Presentation by the Daughters of the Republic of Texas Jose Antonio Navarro Chapter (a Texas Flag for the Commissioner conference room)      **TO WIT PG 117**
14. Motion to approve to declare salvage a 1997 Chevrolet ¾ ton truck Vin #1GCGC29R5VE236186, Pct. 3 by Comm. Warren Sec by Comm. Herrington  
All voted aye motion carried
15. Motion to approve grant application for the Navarro County District Attorney Victim Assistance Coordinator by Comm. Martin sec by Comm. Olsen  
All voted aye motion carried      **TO WIT PG 118**
16. Motion to approve County Auditor's quarterly Investment Report ending December 31, 2011, pursuant to TX GC Sec. 2256.023 by Comm. Herrington sec by Comm. Martin      **TO WIT PG 119**  
All voted aye motion carried
17. Motion to approve intergovernmental transfer of certain Navarro County tax funds to serve as the non-federal share of Medicaid supplemental payments to Navarro Regional Hospital for 2<sup>nd</sup> Quarter 2012 under UPL Program (amount not to exceed state computed cap) by Comm. Herrington sec by Comm. Warren  
All voted aye motion carried      **TO WIT PG 120**
18. Motion to approve disposal by environmentally safe recycling of surplus assets acquired through HIDTA grants by Comm. Olsen sec by Comm. Herrington  
All voted aye motion carried
19. Motion to approve accepting surplus assets acquired through HIDTA grants and to be donated to the Navarro County Sheriff's Office by Comm. Martin sec by Comm. Warren      **TO WIT PG 121-124**  
All voted aye motion carried
20. Motion to approve accepting Independent Auditor's Report on North Texas HIDTA Grant audits by Comm. Olsen sec by Comm. Warren  
All voted aye motion carried      **TO WIT PG 125-140**

21. Motion to approve contract with Neyland Bridge to repair bridge on SECR 3140  
by Comm. Martin sec by Comm. Herrington  
All voted aye motion carried **TO WIT PG 141-149**
  
22. Motion to adjourn by Comm. Martin sec by Comm. Warren  
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 FEBRUARY 27TH, 2012.

SIGNED \_\_\_\_\_ 27TH \_\_\_\_\_ DAY OF FEBRUARY 2012.

  
SHERRY DOWD, COUNTY CLERK



**FULL EXEMPTION RACIAL PROFILING REPORT**

**Agency Name:** NAVARRO CO. CONST. PCT. 1  
**Reporting Date:** 02/10/2012  
**TCLEOSE Agency Number:** 349101  
**Chief Administrator:** MICHAEL K. DAVIS  
**Agency Contact Information:** Phone: 903-654-2580  
Email: [mdavis@navarrocounty.org](mailto:mdavis@navarrocounty.org)  
Mailing Address:  
NAVARRO CO. CONST. PCT. 1  
PO Box 47  
Corsicana, TX 75151-0047

**Article 2.132 CCP Law Enforcement Policy on Racial Profiling**

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

**I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.**

Executed by: **MICHAEL K. DAVIS**

Chief Administrator

NAVARRO CO. CONST. PCT. 1

Date: 02/10/2012

Submitted electronically to the



**Texas Commission on Law Enforcement  
Officer Standards and Education**

#12

27 Feb

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## FULL EXEMPTION RACIAL PROFILING REPORT

**Agency Name:** NAVARRO CO. CONST. PCT. 4  
**Reporting Date:** 02/10/2012  
**TCLEOSE Agency Number:** 349104  
**Chief Administrator:** TOMMY L. GRANT  
**Agency Contact Information:** Phone: 903-695-4302  
 Email: [tgrant9971@yahoo.com](mailto:tgrant9971@yahoo.com)  
 Mailing Address:  
 NAVARRO CO. CONST. PCT. 4  
 PO Box 56  
 Barry, TX 75102

- Article 2.132 CCP Law Enforcement Policy on Racial Profiling
  - (a) In this article:
  - (1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

**I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.**

Executed by: TOMMY L. GRANT

Chief Administrator

NAVARRO CO. CONST. PCT. 4

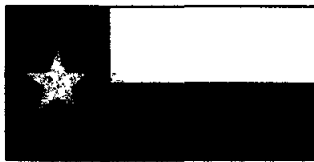
Date: 02/10/2012

Submitted electronically to the



**Texas Commission on Law Enforcement  
Officer Standards and Education**

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*The State of Texas* ★ *House of Representatives*

This certifies that the Texas Flag herewith presented to

By

Representative Byron Cook

was flown at the Capitol of the Sovereign State of Texas

in appreciation of the work done by the Jose Antonio Navarro Chapter of the Daughters of the Republic of Texas to preserve the memory and spirit of Texas pioneer families

this the 6th day of February 2012.



*Byron Cook*  
\_\_\_\_\_  
State Representative

#13

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**NAVARRO COUNTY COMMISSIONERS' COURT**

**Kit Herrington - Precinct 1**

**Dick Martin - Precinct 2**

**David "Butch" Warren - Precinct 3**

**James Olsen - Precinct 4**

300 West Third Avenue, Suite 14  
Corsicana, TX. 75110-4672

**Julie Forguson**  
Administrative Coordinator

Phone (903) 654 - 3030

Fax (903) 874-6053

**RESOLUTION**

**WHEREAS**, The Navarro County Commissioners Court finds it is in the best interest of the citizens of Navarro County that the **NAVARRO COUNTY DISTRICT ATTORNEY VICTIM ASSISTANCE COORDINATOR** be operated for the 2012 - 2013.

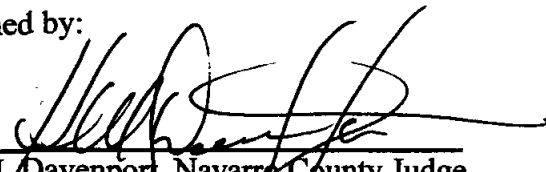
**WHEREAS**, The Navarro County Commissioners Court agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division (CJD) grant application; and

**WHEREAS**, the Navarro County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, the Navarro County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full.

**WHEREAS**, the Navarro County Commissioners Court designates **H.M. Davenport, County Judge**, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED THAT** the Navarro County Commissioners Court approves submission of the grant application for the **NAVARRO COUNTY DISTRICT ATTORNEY VICTIM ASSISTANCE COORDINATOR** to the Office of the Governor, Criminal Justice Division

Signed by:

  
\_\_\_\_\_  
H.M. Davenport, Navarro County Judge

Passed and Approved this 27th day of February, 2012

Grant Application Confirmation Number: 2162004

**NAVARRO COUNTY, TEXAS**  
**QUARTERLY INVESTMENT REPORT**  
For the Quarter Ended December 31, 2011

FUND	BALANCE 9/30/2011	INTEREST EARNED	DEPOSITS	WITHDRAWALS	BALANCE 12/31/2011	NET CHANGE
<b>Investments held with TexPool Prime &amp; Prosperity Bank</b>						
Operating Funds	5,790,226.29	8,136.11	20,716,870.34	20,634,970.13	5,880,262.61	90,036.32
Designated County Funds	441,544.01	462.06	124,805.08	4,233.19	562,577.96	121,033.95
State Funds	552,377.36	665.31	353,947.19	431,891.93	475,097.93	(77,279.43)
Agency Funds	2,336,511.35	2,757.67	1,445,892.13	1,420,122.51	2,365,038.64	28,527.29
<b>TOTAL</b>	<b>9,120,659.01</b>	<b>12,021.15</b>	<b>22,641,514.74</b>	<b>22,491,217.76</b>	<b>9,282,977.14</b>	<b>162,318.13</b>

**Quarter to Date Interest Earned:**

Bank Accounts	\$	11,375.32
TexPool Investments		645.83
<b>Total Interest Earned</b>	<b>\$</b>	<b>12,021.15</b>

**TexPool Prime Interest Rate at 12/31/2011:** 0.0806%

**TexPool Prime Net Asset Value at 12/31/2011:** \$ 1.00001

Submitted February 27, 2012, in compliance with *Texas Government Code* Section 2256.023 and the Navarro County Investment Policy.

  
Kathy B. Holman, County Auditor

  
Frank L. Hull, III - County Treasurer

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9/11#



2012 Inpatient Walver Cap Estimates  
Private Hospitals

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112677302	Harris Methodist Fort Worth Hospital	Private IP	Fort Worth	Tarrant	40,975,538.68	10,243,884.67	4,279,895.01
136326906	Harris Methodist HEB Hospital	Private IP	Bedford	Tarrant	8,214,096.49	2,053,524.12	857,962.37
127304703	Harris Methodist Northwest Hospital	Private IP	Azle	Tarrant	1,204,591.90	301,147.98	125,819.62
120726804	Harris Methodist Southwest Hospital	Private IP	Fort Worth	Tarrant	3,764,623.61	941,155.90	393,214.93
112667403	Harrison County Hospital Association dba Good Shepherd Medical Center Marshall	Private IP	Marshall	Harrison	1,089,137.97	272,284.49	113,760.45
138644310	Hendrick Medical Center	Private IP	Abilene	Taylor	16,410,975.43	4,102,743.86	1,714,126.38
136430906	Hill Country Memorial Hospital	Private IP	Fredericksburg	Gillespie	1,355,575.00	338,893.75	141,589.80
138962907	Hillcrest Baptist Medical Center	Private IP	Waco	McLennan	2,142,116.60	535,529.15	223,744.07
109574702	Huguley Memorial Medical Center	Private IP	Fort Worth	Tarrant	1,492,465.90	373,116.48	155,888.06
189791001	Huntsville Memorial Hospital	Private IP	Huntsville	Walker	250,116.31	62,529.08	26,124.64
121780403	Jourdanton Hospital Corp. dba South Texas Regional Medical Center	Private IP	Pleasanton	Atascosa	1,359,131.21	339,782.80	141,961.25
135035706	Knapp Medical Center	Private IP	Weslaco	Hidalgo	13,537,361.00	3,384,340.25	1,413,977.35
112724302	KPH Consolidation Inc dba Kingwood Medical Center	Private IP	Kingwood	Harris	6,093,602.81	1,523,400.70	636,476.81
162033801	Laredo Texas Hosp Co dba Laredo Medical Center	Private IP	Laredo	Webb	4,509,258.09	1,127,314.52	470,992.00
110839103	Longview Medical Center dba Longview Regional Medical Center	Private IP	Longview	Gregg	664,410.85	166,102.71	69,397.71
135238706	Lubbock Heritage Hospital dba Grace Medical Center	Private IP	Lubbock	Lubbock	259,091.83	64,772.96	27,062.14
094113001	McAllen Hospitals LP dba South Texas Health System	Private IP	Edinburg	Hidalgo	5,685,287.38	1,421,321.85	593,828.26
136488705	Memorial Hermann Baptist Orange Hospital	Private IP	Orange	Orange	4,992,297.14	1,248,074.29	521,445.43
146509801	Memorial Hermann Hospital Katy	Private IP	Katy	Harris	7,435,556.36	1,858,889.09	776,643.86
020934801	Memorial Hermann Hospital Memorial City	Private IP	Houston	Harris	14,795,368.17	3,698,842.04	1,545,376.20
137805107	Memorial Hermann Hospital Southwest dba Memorial Hermann Hospital	Private IP	Houston	Harris	67,159,246.90	16,789,811.73	7,014,783.34
146021401	Memorial Hermann Hospital Sugar Land	Private IP	Houston	Harris	3,672,884.02	918,221.01	383,632.73
020834001	Memorial Hermann Hospital System dba Memorial Hermann Healthcare	Private IP	Houston	Harris	69,756,606.36	17,439,151.59	7,286,077.53
192751901	Memorial Hermann Hospital System dba Memorial Hermann Northeast	Private IP	Humble	Harris	17,860,886.97	4,465,221.74	1,865,569.64
139172412	Memorial Medical Center - Lufkin dba Memorial Health System of East Texas	Private IP	Lufkin	Angelina	528,185.52	132,046.38	55,168.97
126679903	Methodist Charlton Medical Center	Private IP	Dallas	Dallas	12,544,595.33	3,136,148.83	1,310,282.98
127319504	Methodist Children's dba Covenant Children's Hospital	Private IP	Lubbock	Lubbock	112,583.76	28,145.94	11,759.37
135092405	Methodist Dallas Medical Center	Private IP	Dallas	Dallas	18,387,563.93	4,596,890.98	1,920,581.05
121820803	Methodist Hlthcare Sys of SA Methodist Ambulatory Surgical Hospital	Private IP	San Antonio	Bexar	366,372.87	91,593.22	38,267.64
094154402	Methodist Hlthcare Sys of SA Southwest Texas Methodist Hospital	Private IP	San Antonio	Bexar	33,545,637.33	8,386,409.33	3,503,841.81
186221101	Methodist Mansfield Medical Center	Private IP	Mansfield	Somervell	2,306,660.77	576,665.19	240,990.71
204254101	Methodist Stone Oak Hospital	Private IP	San Antonio	Bexar	5,353,436.25	1,338,359.06	559,166.41
094219502	Methodist Sugar Land	Private IP	Sugar Land	Fort Bend	2,184,710.55	546,177.64	228,193.01
140713201	Methodist Willowbrook	Private IP	Houston	Harris	3,306,737.71	826,684.43	345,388.75
209345201	MHSR Medical Center dba Methodist Richardson Medical Center	Private IP	Richardson	Dallas	562,805.70	140,701.43	58,785.05
112679902	Mission Hospital Inc	Private IP	Mission	Hidalgo	2,800,671.71	700,167.93	292,530.16
141858401	Mother Frances Hospital - Jacksonville	Private IP	Jacksonville	Cherokee	1,542,518.64	385,629.66	161,116.07
127301306	Mother Frances Hospital - Willsboro	Private IP	Tyler	Smith	201,641.93	50,410.48	21,061.49
094108002	Mother Frances Hospital Regional Healthcare Center - Tyler	Private IP	Tyler	Smith	8,065,488.03	2,016,372.01	842,440.22
138252005	NCHI of Hillsboro Inc. dba Hill Regional Hospital	Private IP	Hillsboro	Hill	1,333,160.72	333,290.18	139,248.63
112711003	Odessa Regional Hospital	Private IP	Odessa	Ector	68,253,311.80	17,063,327.95	7,129,058.41
152686501	Palacios Community Medical Center	Private IP	Palacios	Matagorda	177,382.64	44,345.66	18,527.61
137343308	Parmer County Community Hospital	Private IP	Frisco	Parmer	0.00	0.00	0.00
179272301	Preferred Hospital Leasing Eldorado, Inc. dba Schleicher County Medical Center	Private IP	Eldorado	Schleicher	0.00	0.00	0.00
131042703	Preferred Hospital Leasing Junction, Inc. dba Kimble Hospital	Private IP	Junction	Kimble	6,369.32	1,592.33	665.27
126840107	Preferred Hospital Leasing, Inc. dba Collingsworth General Hospital	Private IP	Wellington	Collingsworth	0.00	0.00	0.00
020908201	Presbyterian Hospital Of Dallas (Texas Health Resources)	Private IP	Dallas	Dallas	34,024,887.54	8,506,221.89	3,553,899.50
111829102	Providence Health Services of Waco dba Providence Health Center	Private IP	Waco	McLennan	15,408,448.69	3,852,112.17	1,609,412.46
212060201	Rice Medical Center	Private IP	Eagle Lake	Colorado	20,156.28	5,039.07	2,105.32
193399601	Rockwall Regional Hospital LLC dba Texas Health Presbyterian Hospital of Rockwall	Private IP	Rockwall	Rockwall	963,871.08	240,967.77	100,676.33
112693002	San Angelo Community Medical Center	Private IP	San Angelo	Tom Green	1,136,339.76	284,084.94	118,690.68
186599001	Seton Healthcare dba Dell Children's Medical Center	Private IP	Austin	Travis	0.00	0.00	0.00
094382101	Seton Healthcare dba Seton Shoal Creek Hospital	Private IP	Austin	Travis	502,134.22	125,539.56	52,447.92
137226005	Shannon Medical Center	Private IP	San Angelo	Tom Green	13,434,520.83	3,358,630.21	1,403,235.70
127294003	Sid Peterson Memorial Hospital dba Peterson Regional Medical Center	Private IP	Kerrville	Kerr	3,539,741.21	884,935.30	369,725.96
178815001	Signature Gulf Coast Hospital (prev Gulf Coast Medical Center)	Private IP	Wharton	Wharton	3,334,015.44	833,503.86	348,237.91
178848102	Signature Pampa Hospital LP (Pampa Regional Medical Center)	Private IP	Pampa	Gray	1,253,056.22	313,264.06	130,881.72
181706601	SJ Medical Center LLC (prev St Joseph Medical Center, prev Christus St. Joseph Hosp)	Private IP	Houston	Harris	1,359,683.66	339,920.92	142,018.96
136491104	Southwest General Hospital	Private IP	San Antonio	Bexar	0.00	0.00	0.00
094216102	St David's Hlthcare Partnership dba North Austin Medical Center	Private IP	Austin	Travis	15,146,390.61	3,786,597.65	1,582,040.49
020957901	St David's Hlthcare Partnership dba Round Rock Medical Center	Private IP	Round Rock	Williamson	3,390,222.69	847,555.67	354,108.75
112717702	St David's Hlthcare Partnership dba South Austin Medical Center	Private IP	Austin	Travis	24,649,847.38	6,162,461.85	2,574,676.56
094160102	St David's Hlthcare Partnership dba St David's Medical Center	Private IP	Austin	Travis	8,782,876.52	2,195,719.13	917,371.45
127267603	St. Joseph Regional Health Center	Private IP	Bryan	Brazos	6,839,130.38	1,709,782.60	714,347.17
160630301	St. Luke's Community Health Services dba St. Luke's - The Woodlands Hospitals	Private IP	Houston	Montgomery	1,291,686.63	322,921.66	134,916.66









February 17, 2012

BROWN & COMPANY CPAs, PLLC  
1101 Mercantile Lane, Suite 122  
Largo, Maryland 20774



Dear Brown & Company:

We are providing this letter in connection with your audit of the North Texas HIDTA, Navarro County Sheriff's Office program for grant numbers G09NT0001A and G10NT0001A and the related Statement of Grantee Costs Claimed for transactions accumulated up to 6/30/2011 and 12/31/2011 respectively.

You conducted your audit to (1) express an opinion as to whether the financial information is fairly stated and presented in accordance with established or stated criteria, (2) the grantee has adhered to specific financial compliance requirements, and (3) the grantee's internal control structure over financial reporting and safeguarding assets is suitably designed and implemented to achieve the control objectives.

Certain representations in this letter are described as being limited to matters that are material. For purpose of this letter, matters are considered material for grant number G09NT0001A if they involve \$20,000 or more and for grant number G10NT0001A if they involve \$20,000 or more. Items also are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm:

Our understanding is that you were engaged to conduct a financial and compliance audit of the above-referenced grants. The objective of your engagement was the expression of an opinion on the costs claimed on the grants referred to above.

Furthermore, we confirm that, to the best of our knowledge and belief, as of February 17, 2012, the following representations made to you during your audit engagement:


1. We are responsible for the subject matter and, when applicable, the assertion.
2. We are responsible for the fair presentation of the amounts included in our Claims for Reimbursement submitted in conformity with ONDCP's requirements for the period January 1, 2009 to June 30, 2011 for grant number G09NT0001A and January 1, 2009 to December 31, 2011 for grant number G10NT0001A.
3. We have made available to you all related financial records and data.
4. We have advised you of all actions taken at meetings of the HIDTA board of directors (or other similar bodies as applicable) that may affect the amounts included in the Claims for Reimbursement.
5. We reviewed the preliminary results/findings of the review with Brown & Company auditors at the conclusion of fieldwork and we are not aware of any significant errors of facts related to those

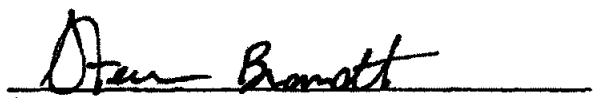
results/findings. Further, we acknowledge that the procedures during the review were those determined by Brown & Company CPAs, PLLC.

- 6. There have been no:
  - a. Instances of fraud involving management or employees who have significant roles involving matters of internal accounting and administrative control related to the amounts included in the Claims for Reimbursement.
  - b. Instances of fraud involving management or other employees that could have a material effect on the amounts included in the Claims for Reimbursement.
- 7. Your procedures were limited to those determined by ONDCP and Brown & Company to meet its informational needs and may not necessarily disclose all significant errors, irregularities, including fraud or defalcation, or illegal acts, that may exist.
- 8. Your report is intended solely for use by us and ONDCP, and is not intended for use by those who have not agreed to the procedures and have not taken responsibility for the sufficiency of the procedures for their purposes.
- 9. We have responded fully to all inquiries made to us by you during your engagement.
- 10. We have communicated to you known matters contradicting ONDCP's instructions for preparing the Claims for Reimbursement.
- 11. No procedures have been performed since the date of your report, February 17, 2012 and you have no responsibility to update your procedures.
- 12. There have been no communications from regulatory agencies that would affect the amounts included in our Claims for Reimbursement.
- 13. Navarro County Sheriff's Office for the HIDTA program has complied with all aspects of laws, regulations, and the ONDCP award agreements that would have a material effect on the amounts included in the Claims for Reimbursement in the event of noncompliance.
- 14. There are no material transactions that have not been properly reported in the Claims for Reimbursement.


Very truly yours,

North Texas HIDTA

  
 Lance Sumpter  
 Executive Director

  
 Steven Brandt  
 Financial Manager

Navarro County

  
 Kathy B. Hollomon, County Auditor

**NAVARRO COUNTY SHERIFF'S OFFICE  
NORTH TEXAS HIDTA  
STATEMENTS OF GRANTEE'S COSTS CLAIMED  
GRANT NO. G09NT0001A  
GRANT NO. G10NT0001A  
FOR THE PERIODS  
JANUARY 1, 2009 TO JUNE 30, 2011  
AND  
JANUARY 1, 2010 TO DECEMBER 31, 2011  
(WITH INDEPENDENT AUDITOR'S REPORTS THEREON)**



**NAVARRO COUNTY SHERIFF'S OFFICE**  
**NORTH TEXAS HIDTA**  
**STATEMENTS OF GRANTEE'S COSTS CLAIMED**  
**GRANT NO. G09NT0001A**  
**GRANT NO. G10NT0001A**  
**FOR THE PERIODS**  
**JANUARY 1, 2009 TO JUNE 30, 2011**  
**AND**  
**JANUARY 1, 2010 TO DECEMBER 31, 2011**

(WITH INDEPENDENT AUDITOR'S REPORTS THEREON)

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**INDEPENDENT AUDITOR'S REPORT ON STATEMENTS  
OF GRANTEE'S COSTS CLAIMED**

To: Navarro County Sheriff's Office  
North Texas HIDTA  
Office of National Drug Control Policy

We have audited the accompanying Statements of Grantee's Costs Claimed (Statements) by the Navarro County Sheriff's Office to the Office of National Drug Control Policy (ONDCP), under Grant No. G09NT0001A and Grant No. G10NT0001A for the periods January 1, 2009 to June 30, 2011 and January 1, 2010 to December 31, 2011, respectively. These Statements are the responsibility of the Navarro County Sheriff's Office management. Our responsibility is to express an opinion on the Statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall Statements presentation. We believe that our audit provides a reasonable basis for our opinion.

As discussed in Note 1, the accompanying Statements were prepared for the purpose of presenting the costs claimed under Grant No. G09NT0001A and Grant No. G10NT0001A, in accordance with ONDCP requirements. The Statements do not purport to and do not present fairly the financial position and results of operations of the Navarro County Sheriff's Office in conformity with accounting principles generally accepted in the United States of America.

In our opinion, the Statements referred to above present fairly, in all material respects, the costs claimed by the Navarro County Sheriff's Office under Grant Number: 09GT0001A and Grant Number: G10NT0001A, for the periods January 1, 2009 to June 30, 2011 and January 1, 2010 to December 31, 2011, in conformity with the basis of accounting described in Note 1.

In accordance with *Government Auditing Standards*, we have also issued our report dated XXXX, on our consideration of the Navarro County Sheriff's Office internal control over financial reporting of costs claimed and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards*, and should be considered in assessing the results of our audit.

Largo, Maryland  
DATE

**NAVARRO COUNTY SHERIFF'S OFFICE**  
**GRANT NO. G09NT0001A**  
**STATEMENT OF GRANTEE'S COSTS CLAIMED**  
**FOR THE PERIOD JANUARY 1, 2009 TO JUNE 30, 2011**

<b>Cost Category</b>	<b>Costs Claimed</b> <b>1/1/09-6/30/2011</b>
<b>Personnel</b>	\$ 613,397
<b>Fringe Benefits</b>	163,161
<b>Overtime</b>	305,728
<b>Travel</b>	71,058
<b>Facilities</b>	627,321
<b>Services</b>	460,529
<b>Equipment</b>	31,487
<b>Supplies</b>	25,776
<b>Other</b>	50,000
<b>Total</b>	<u>\$ 2,348,457</u>

See accompanying Notes to the Statements of Grantee's Costs Claimed.

**NAVARRO COUNTY SHERIFF'S OFFICE**  
**GRANT NO. G10NT0001A**  
**STATEMENT OF GRANTEE'S COSTS CLAIMED**  
**FOR THE PERIOD JANUARY 1, 2010 TO DECEMBER 31, 2011**

<b>Cost Category</b>	<b>Costs Claimed 1/1/10-12/31/2011</b>
<b>Personnel</b>	<b>\$ 620,819</b>
<b>Fringe Benefits</b>	<b>179,007</b>
<b>Overtime</b>	<b>418,489</b>
<b>Travel</b>	<b>50,945</b>
<b>Facilities</b>	<b>448,771</b>
<b>Services</b>	<b>571,641</b>
<b>Equipment</b>	<b>121,360</b>
<b>Supplies</b>	<b>39,576</b>
<b>Other</b>	<b>57,345</b>
<b>Total</b>	<b><u>\$2,507,953</u></b>

See accompanying Notes to the Statements of Grantee's Costs Claimed.

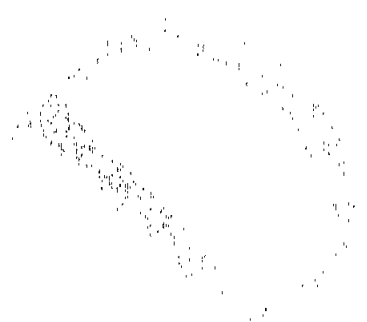
**NAVARRO COUNTY SHERIFF'S OFFICE**  
**GRANT NO. G09NT0001A**  
**SUPPLEMENTAL SCHEDULE OF GRANTEE'S COSTS CLAIMED**  
**BY INITIATIVE**  
**FOR THE PERIOD JANUARY 1, 2009 TO JUNE 30, 2011**

Initiative Description	Costs Claimed 1/1/09-6/30/2011
DHE-North Texas	\$ 37,620
Commercial Smuggling	63,831
East Texas Violent Crimes	37,403
Eastern Drug	155,871
Management and Coordination	575,351
Northern Drug	49,022
Operations Support Center	762,074
Regional Intelligence Support Center	518,047
Training	47,542
Violent Crime	12,860
Western Drug	88,836
<b>Total</b>	<b>\$ 2,348,457</b>

See accompanying Notes to the Statements of Grantee's Costs Claimed

**NAVARRO COUNTY SHERIFF'S OFFICE**  
**GRANT NO. G10NT0001A**  
**SUPPLEMENTAL SCHEDULE OF GRANTEE'S COSTS CLAIMED**  
**BY INITIATIVE**  
**FOR THE PERIOD JANUARY 1, 2010 TO DECEMBER 31, 2011**

Initiative Description	Costs Claimed 1/1/09-12/31/2011
Commercial Smuggling	\$ 80,989
DHE-North Texas	94,494
East Texas Violent Crimes	32,676
Eastern Drug	185,822
Management and Coordination	610,655
Northern Drug	83,439
PIP-Northern Drug	13,959
Operations Support Center	566,032
Regional Intelligence Support Center	588,967
Southern Money Laundering	14,990
Training	53,111
Violent Crime	33,911
Western Drug	148,908
<b>Total</b>	<b><u>\$ 2,507,953</u></b>



See accompanying Notes to the Statements of Grantee's Costs Claimed

**NAVARRO COUNTY SHERIFF'S OFFICE  
NOTES TO THE STATEMENTS OF GRANTEE'S COSTS CLAIMED  
FOR THE PERIODS JANUARY 1, 2009 TO JUNE 30, 2011 AND  
JANUARY 1, 2010 TO DECEMBER 31, 2011**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Reporting Entity**

Navarro County Sheriff's Office is the recipient of two North Texas HIDTA grants. The Navarro County Sheriff's Office reports to the North Texas HIDTA Executive Director and the Executive Board, and who in turn report to the Office of National Drug Control Policy (ONDCP). While the Navarro County Sheriff's Office is the grant recipient, the fiscal management of the grant is the responsibility of the Navarro County Auditor's Office.

**Basis of Presentation**

The accompanying Statements reflect the costs incurred and claimed by the Navarro County Sheriff's Office under Grant No. G09NT0001A and Grant No. G10NT0001A from the ONDCP. The Statements are prepared on the cash basis of accounting, which differs from accounting principles generally accepted in the United States of America in that expenditures are recognized when made instead of when the related liability for the expenditure has been incurred.

The accompanying Statements were prepared for the purpose of presenting the costs incurred and claimed under the grant awards described above and are not intended to be a complete presentation of the financial position and results of operations of the Navarro County Sheriff's Office. The accompanying Statements do represent the costs incurred by the Navarro County Sheriff's Office, under the cash basis of accounting, in conformity with accounting principles generally accepted in the United States of America.

**NOTE 2: COSTS CLAIMED REPORTED BY INITIATIVE**

Costs claimed in the accompanying Supplemental Schedule of Grantee Costs Claimed By Initiative present the costs claimed as reported by the Navarro County Sheriff's Office. The Supplemental Schedule is presented for comparative purposes only and is subject to the same audit procedures as the Statements of Grantee's Cost Claimed.

**NOTE 3: GRANT FUNDING PERIOD**

ONDCP extended the grant funding period to June 30, 2011 for Grant No. G09NT0001A. The grant funding period for Grant No. G10NT0001A is extended to December 31, 2011. The Statements of Grantee's Costs Claimed for Grant No. G09NT0001A and Grant No. G10NT0001A report costs incurred through June 30, 2011 and December 31, 2011, respectively.



**NAVARRO COUNTY SHERIFF'S OFFICE  
 NOTES TO THE STATEMENTS OF GRANTEE'S COSTS CLAIMED  
 FOR THE PERIODS JANUARY 1, 2009 TO JUNE 30, 2011 AND  
 JANUARY 1, 2010 TO DECEMBER 31, 2011**

**NOTE 4: GRANT FUNDING RECONCILIATION**

The schedule of grant funding reconciliation presented below shows the total Navarro County Sheriff's Office grant amount by grant number, the total expenditures claimed through June 30, 2011 and December 31, 2011 respectively and the balance of funds remaining available for HIDTA initiative expenditures.

**Grant Fund Reconciliation:**

Grant No.:	G09NT0001A	G10NT0001A
Grant Period:	1/1/09-6/30/11	1/1/10-12/31/11
Grant Extension Period:	<i>Extended to June 30, 2011</i>	<i>Extended to December 31, 2011</i>
Grant Award:	\$ 2,348,457	\$ 2,622,042
Costs Claimed	2,348,457	2,507,953
Grant Unexpended as of 12/31/11	<u>\$ -</u>	<u>\$ 114,089</u>

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF  
THE STATEMENTS OF GRANTEE'S COSTS CLAIMED PERFORMED IN ACCORDANCE  
WITH GOVERNMENT AUDITING STANDARDS**

To: Navarro County Sheriff's Office  
North Texas HIDTA  
The Office of National Drug Control Policy

We have audited the Statements of Grantee's Costs Claimed (Statements) by the Navarro County Sheriff's Office to the Office of National Drug Control Policy (ONDCP) under Grant No. G09NT0001A and Grant No. G10NT0001A for the periods January 1, 2009 to June 30, 2011 and January 1, 2010 to December 31, 2011, respectively, and have issued our report thereon dated XXXX. Our report referred to the fact that the Statements were prepared in conformity with the basis of accounting described in Note 1 to the Statements. We conducted our audits in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

**Internal Control over Financial Reporting**

In planning and performing our audit, we considered the Navarro County Sheriff's Office's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the Statements of Grantee's Costs Claimed, but not for the purpose of expressing an opinion on the effectiveness of the Navarro County Sheriff's Office's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Navarro County Sheriff's Office's internal control over financial reporting.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less than a material weakness, yet important enough to merit attention by those charged with governance.

*A material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Navarro County Sheriff's Office's Statements of Grantee's Costs Claimed are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of the amounts included in the Statements of Grantee's Costs Claimed. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of the management of the Navarro County Sheriff's Office, others within the entity, and ONDCP and is not intended to be and should not be used by anyone other than these specified parties.

Largo, Maryland  
DATE



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS  
APPLICABLE TO THE STATEMENTS OF GRANTEE'S COSTS CLAIMED AND INTERNAL  
CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133**

To:     Navarro County Sheriff's Office  
          North Texas HIDTA  
          The Office of National Drug Control Policy

**Compliance**

We have audited the compliance of the Navarro County Sheriff's Office with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement that are applicable to the Navarro County Sheriff's Office for Grant No. G09NT0001A and Grant No. G10NT0001A, for the periods January 1, 2009 to June 30, 2011 and January 1, 2010 to December 31, 2011, respectively. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of the Navarro County Sheriff's Office's grants is the responsibility of the Navarro County Sheriff's Office management. Our responsibility is to express an opinion on the Navarro County Sheriff's Office's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Navarro County Sheriff's Office's compliance with those requirements and performing other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the Navarro County Sheriff's Office's compliance with those requirements.

In our opinion, the Navarro County Sheriff's Office complied, in all material respects, with the requirements referred to above that are applicable to the Navarro County Sheriff's Office for Grant No. G09NT0001A and Grant No. G10NT0001A for the periods January 1, 2009 to June 30, 2011 and January 1, 2010 to December 31, 2011, respectively.

**Internal Control Over Compliance**

The management of the Navarro County Sheriff's Office is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts and grants applicable to federal programs. In planning and performing our audit, we considered the Navarro County Sheriff's Office's internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance. Accordingly, we do not express an opinion on the effectiveness of the Navarro County Sheriff's Office's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis.

*A material weakness* in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type compliance requirement of a federal program will not be prevented or detected and corrected, on a timely basis.

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be *material weaknesses*, as defined above.

This report is intended solely for the information and use of the Navarro County Sheriff's Office, others within the entity, Federal awarding agencies and pass-through entities, and is not intended to be and should not be used by anyone other than these specified parties.

Largo, Maryland

DATE



# 21

**Navarro County, Texas  
Reconstruction of SE CR 3140 Bridge**

**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

Nexland Bridge Con. 74-2325774  
COMPANY SUBMITTING PROPOSAL FEDERAL ID NUMBER

3308 Fm1147  
ADDRESS

Marquee 2 TX 77865  
CITY, STATE, ZIP

Puntis Nexland Jr Owner  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

903-388-0611  
TELEPHONE NO FAX NO

[Signature] 3-15-12  
e-mail SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

RECONSTRUCTION OF BRIDGES:  
SITE  
SE CR 3140

SCOPE OF WORK:  
Reconstruction of SE CR 3140 bridge. Contractor will furnish and install: ten (10) #21X44, two (2) #12X55, one hundred twenty (120) feet of 2X2X1/4, fourteen (14) 22 gauge decking at twenty (20) feet, fifty (50) feet & channels, one hundred twenty (120) feet of 7" channel, one hundred sixty (160) #4 rebar, two (2) boxes of nelson studs, twenty-one (21) yards of concrete, thirty-two (32) used steel guard rails.

CONTRACTOR'S RESPONSE TO SPECIFICATIONS

COST TO PERFORM SCOPE OF WORK (\$):

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



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 Curt Nylund, who, after being duly sworn, did depose and say: "I, Curt Nylund, am a duly authorized officer or agent for Neyland Builders, 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."

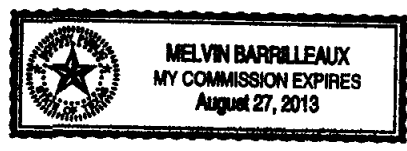
Name and Address of Contractor: Neyland Builders Inc  
Curt Nylund Jr  
3368 Fm 1147 Marquette TX 77805  
Telephone: 903-388-0611

By: Curt Nylund Jr Title: Owner  
(Print Name)

Signature: Curt Nylund Jr

SUBSCRIBED AND SWORN to before me by the above named on this the 16<sup>th</sup> day of March, 2012.

Melvin Barilleaux  
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: Nexland Bridge Date Organized: 1982

Address: 3368 Fm 1147 Marquess Tx 77865 Date Incorporated: \_\_\_\_\_

Number of Years in contracting business under present name: 28

Contract on Hand:

Contact	Amount (\$)	Completion Date

Type of work performed by your company: Bridge Construction

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>Washington County</u>	<u>39000.00</u>	<u>2-12</u>
<u>Rusk County</u>	<u>28000.00</u>	<u>3-12</u>

Major equipment available for this project: Track Ho Back Hoe Piledriver

VENDOR REFERENCES

Company: Nexhad Bridge

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: This Page is on File at an office

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

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

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

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

REFERENCE 2

Company Name: \_\_\_\_\_

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

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

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

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

REFERENCE 3

Company Name: \_\_\_\_\_

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

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

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

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

### *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 not 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.

**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.