

NAVARRO COUNTY COMMISSIONER'S COURT

A Regular meeting of the Navarro County Commissioner's Court was held on Monday, the 12th day of March, 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 5-6 by Comm. Herrington Sec by Comm. Warren
All voted aye motion carried

5. Motion to approve the minutes from the previous meetings of February 27th, 2012, March 2, 2012 & March 8, 2012
6. Motion to approve and pay bills submitted by the County Auditor, including payroll 3/15/2012

REGULAR AGENDA

7. No action taken on Burn Ban
8. Motion to approve contract with Golden Circle Tree Care for FEMA debris clean-up project in precinct 3 by Comm. Warren sec by Comm. Olsen
All voted aye motion carried **TO WIT PG 155-165**
9. Opening bids for bridge on NWCR 1250
10. Motion to approve awarding contract for bridge on NWCR 1250 to Curtis Neyland/Neyland Bridge by Comm. Herrington sec by Comm. Olsen
All voted aye motion carried **TO WIT PG166-185**
11. Motion to approve Proclaiming March 18-24, 2012 as Poison Prevention Week in Navarro County, TX by Comm. sec by Judge Davenport sec by Comm.

Martin

All voted aye motion carried

TO WIT PG 186

12. Motion to approve TX DPS 2011 Sub-Recipient Award for Navarro County
Judge Davenport sec by Comm. Warren
All voted aye motion carried
13. Motion to approve a partial road closure for NECR 0020 (3/10 of a mile), Pct.2
By Comm. Martin sec by Comm. Herrington
All voted aye motion carried
14. Motion to approve a partial road closure for NECR 0050 (1/10 of a mile), Pct.2
by Comm. Martin sec by Comm. Olsen
All voted aye motion carried
15. Motion to approve Treasurer's Report for January 2012, Frank Hull
By Comm. Herrington sec by Comm. Mar **TO WIT PG 187-188**
All voted aye motion carried
16. Motion to approve Tax Report for February 2012, Russell Hudson by
Comm. Herrington sec by Comm. Warren
All voted aye motion carried **TO WIT PG 189-194**
17. Motion to approve going into Executive Session pursuant to the Texas
Government Code Section 551.071 to discuss Pending Litigation by
Comm. Olsen sec. by Comm. Martin
All voted aye motion carried

Motion to come out of Executive Session by Comm. by Herrington
sec by Comm. Martin
All voted aye motion carried
18. No action taken on Executive Session pursuant to the Texas Government Code
Section 551.071 to discuss Pending Litigation
19. 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 MARCH 12TH, 2012.

SIGNED 12TH DAY OF MARCH 2012.

Sherry Dowd
SHERRY DOWD, COUNTY CLERK



Navarro County, Texas
FEMA Debris Clean-up Project Precinct #3

Phil Seely
903-875-3312

fax 903 875 3314

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

Golden Circle Tree Care Inc
COMPANY SUBMITTING PROPOSAL

27-0768057
FEDERAL ID NUMBER

1349 NE County Rd 2120
ADDRESS

Kerens, TX 75144
CITY, STATE, ZIP

Marvin Smith
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

903 345 6541 cel-903-879-2943 fax 903-345-910
TELEPHONE NO. FAX NO.

gctc@earthlink.net
e-mail.

Marvin L Smith
SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

Debris Removal/Clean-up:

SITE

Roads in Precinct 3 near the town of Navarro, TX.

SCOPE OF WORK:

Debris Clean-up

CONTRACTOR'S RESPONSE TO SPECIFICATIONS

COST TO PERFORM SCOPE OF WORK (\$) : 10,000.00

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 Julie Ferguson, who, after being duly sworn, did depose and say: "I, Julie Ferguson, am a duly authorized officer or agent for Navarro County, 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."

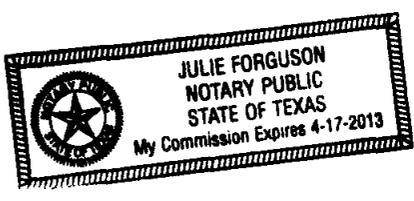
Name and Address of Contractor: Golden Circle Tree Care, Inc
1349 NE CR 2120
Kerens TX 75144
Telephone: 903-345-6541

By: Marvin Smith Title: V.P.
(Type or Print Name)

Signature: Marvin L Smith

SUBSCRIBED AND SWORN to before me by the above named on this the 1st day of March, 2012.

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: Golden Circle Tree Care Inc Date Organized: 2000

Address: 1349 NE CR 2120, Kerens TX Date Incorporated: 2010

Number of Years in contracting business under present name: 75144 12

Contract on Hand:

Contact	Amount (\$)	Completion Date
No Formal - At this time	State Home	
	US Corp Engrs	
	CISD	

Type of work performed by your company: Tree 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
TTC Corsicana St. Home	4950	11-18-11
US Corp Eng. New Mills Lk	2000	7-14-11
Foremost Insurance Co.	27,000	9-12-8

Major equipment available for this project: Front End Loader, Bucket Truck w/ Chip Bed, 18' dump trailer, chipper truck & chipper

VENDOR REFERENCES

Company: Golden Circle Tree Care Inc

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: Corsicana ISD

Address: 601 N 13th, Corsicana

Contact Person/Title: Jerry Ashcraft

Phone: 903-851-6592 Fax: _____ e-mail: _____

Contract Period: 2000-present Scope of Work: Tree Work/

Storm Damage

REFERENCE 2

Company Name: Navarro County Court House

Address: 300 W 3rd St., Corsicana

Contact Person/Title: HM Davenport / James Kirk

Phone: 851-1214 Fax: 874 6053 e-mail: _____

Contract Period: 10-28-10 Scope of Work: Tree Work

REFERENCE 3

Company Name: TYC - Corsicana St. Home

Address: 4000 W 2nd Ave Corsicana

Contact Person/Title: John Hatcher

Phone: 875 3460 Fax: 875-3466 e-mail: _____

Contract Period: 10-13-11 Scope of Work: Tree/Brush
2009-Present Clean Up

MS Corp of Eng - New Mills Lake

Chris Bryan

903-641-7679 - Period 2008-Present

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.

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.

CERTIFICATE OF LIABILITY INSURANCE

Date
3/1/2012

Producer: Lion Insurance Company
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage	NAIC #
Insurer A: Lion Insurance Company	11075
Insurer B:	
Insurer C:	
Insurer D:	
Insurer E:	

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$																
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$																
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence \$ Aggregate \$																
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2012	01/01/2013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">X</td> <td style="width: 70%;">WC Statutory Limits</td> <td style="width: 5%;"></td> <td style="width: 20%; text-align: center;">OTH-ER</td> </tr> <tr> <td></td> <td>E.L. Each Accident</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Ea Employee</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Policy Limits</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	X	WC Statutory Limits		OTH-ER		E.L. Each Accident		\$1,000,000		E.L. Disease - Ea Employee		\$1,000,000		E.L. Disease - Policy Limits		\$1,000,000
X	WC Statutory Limits		OTH-ER																			
	E.L. Each Accident		\$1,000,000																			
	E.L. Disease - Ea Employee		\$1,000,000																			
	E.L. Disease - Policy Limits		\$1,000,000																			
Other		Lion Insurance Company is A.M. Best Company rated A- (Excellent). A.M.B. # 12616																				

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 51-65-010
 Coverage only applies to active employee(s) of South East Employee Leasing Services, Inc. that are leased to the following "Client Company":
Golden Circle Tree Care, Inc.
 Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in Texas.
 Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
 A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.
Project Name: FEMA DEBRIS CLEAN UP, NAVARRO COUNTY - PRECINT 3, CORSICANA/NAVARRO, TX 75110
FAX: 903-345-9102 & 903-875-3314 / ISSUE 03-01-12 (SD)

Begin Date: 7/25/2010

CERTIFICATE HOLDER	CANCELLATION
NAVARRO COUNTY ATTN: PHIL SEELY 300 W. 3RD AVE CORSICANA, TX 75110	Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. <div style="text-align: right; margin-top: 20px;"> </div>

#10.



NAVARRO COUNTY AUDITOR'S OFFICE

300 West Third Avenue, Suite 10
Corsicana, TX 75110-4672
E-mail: khollomon@navarrocounty.org

Terri Gillen, First-Assistant
Junefe Beard, Internal Auditor
Patty Wells, Assistant
Ann Johnson, Assistant
Natalie Robinson, Assistant
Gloria Turner, Assistant

Kathy Hollomon, CPA
County Auditor

Phone: (903) 654-3095 Fax: (903) 654-3097

February 14, 2012

Bid 2012-BR1-010 Contract – Replacement of Bridge on NW CR 1250

Open Date – March 12, 2012 at 10:00 a.m.

The enclosed *Invitation to Bid, Instructions/Terms of Contract and Specifications/Response Forms* are for your convenience in bidding the bridge replacement project on NW CR 1250 for Navarro County.

Sealed bids shall be submitted no later than:

Monday, March 12, 2012, 10:00 a.m.

Mark Envelope: Bid No. 2012-BR1-010 Replacement of Bridge on NW CR 1250

Bids must be signed and dated by a person having the authority to bind the vendor in a contract. Bids that are not signed and dated will be rejected.

Navarro County appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award of the contract, and will be returned unopened. Bids will be opened in the County Courtroom, First Floor, Navarro County Courthouse, Corsicana, Texas. You are invited to attend.

The bidder may withdraw bids at any time prior to the official opening. Alterations made before the opening time must be initialed by the bidder to guarantee the authenticity of the change. After the official opening, bids may not be amended or altered and may not be withdrawn without the approval of the Commissioners Court.

Navarro County is aware of the time and effort you expend in preparing and submitting bids to the County. Please let us know of any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the County's business.

Awards should be made no later than two weeks after the bid opening date. To obtain results, or if you have any questions, please contact the Navarro County Auditor's Office at 903-654-3095.

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NAVARRO COUNTY
BID NO. 2012-BR1-010 Replacement of Bridge on NW CR 1250

By order of the Commissioners Court of Navarro County, Texas, sealed bids will be accepted for:

The replacement of a bridge on NW CR 1250

IT IS UNDERSTOOD that the Commissioners Court of Navarro County reserves the right to reject any or all bids for the products and services covered in this bid request and to waive any formalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Navarro County.

BIDS MUST BE SUBMITTED on the forms included for that purpose on pages 10-17 including Exhibit A and Exhibit B in this packet. Each bid should be signed by a person having the authority to bind the vendor in a contract, placed in a sealed envelope and marked clearly on the outside as shown below:

Bids should be clearly marked - Bid No. 2012-BR1-010 Replacement of bridge on NW CR 1250

BIDS SHOULD BE RETURNED TO the following address on or before **Monday, March 12, 2012, not later than 10:00 a.m.**

Navarro County Auditor's Office
Navarro County Courthouse
300 West Third Avenue, Suite 10
Corsicana, Texas 75110

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED

All bids must be received in the County Auditor's Office before the opening date and time.

~~2012 BR1-010~~
~~Contract for replacement of bridge on~~

BID PROPOSAL AFFIDAVIT

The undersigned certifies that the bid prices in this proposal have been carefully reviewed and are submitted as correct and final. He further certifies that the bidder agrees to furnish any and/or all items upon which prices are extended at the price(s) offered, and upon the conditions contained in the specifications of the Invitation to Bid. The period of acceptance of this bid proposal will be thirty (30) calendar days from the date of the bid opening.

STATE OF TEXAS §

COUNTY OF NAVARRO §

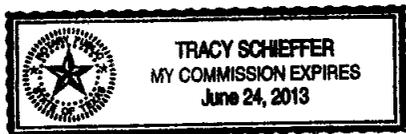
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Curtis Neyland, who, after being duly sworn, did depose and say: "I, Curtis Neyland, am a duly authorized officer or agent for Neyland Bridge, and have been authorized to execute the foregoing bid proposal on their behalf. I hereby certify that the foregoing proposal has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder 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 bid on, or to influence any person or persons to bid or not to bid thereon.

Name and Address of Bidder: Curtis Neyland / Neyland Bridge
3368 FM 1147
Marquez, TX 77865
Telephone: 903-388-0611

By: Curtis Neyland Title: Owner
(Type of Print Name)

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above named on this the 2nd day of March, 2012.



[Handwritten Signature]
Notary Public in and for the State of Texas

NAVARRO COUNTY
BID NO. 2012-BR1-009 Replacement of Bridge on NW CR 1250
SPECIFICATIONS/BID PROPOSAL FORM

CONTRACTOR REFERENCES

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. *This form must be returned with your proposal.*

REFERENCE 1

Company Name: Washington County Road Add.
Address: _____
Contact Person/Title: Erwan Sanders
Phone: 979-830-5669 Fax: _____ e-mail: _____
Contract Period: 9-5 Scope of Work: Year Contract

REFERENCE 2

Company Name: Ellis County Comm.
Address: 1011 East Gate Midlothian Tx 76065
Contact Person/Title: Ron Brown Commissioner Pct 4
Phone: 972-935-6294 Fax: _____ e-mail: _____
Contract Period: 9-5 Scope of Work: 20 Years

REFERENCE 3

Company Name: Rusk County Eng
Address: Courthouse Henderson TX 75052
Contact Person/Title: Jimmy ~~Hays~~ HAYS
Phone: 903-646-3929 Fax: _____ e-mail: _____
Contract Period: 9-5 Scope of Work: 23 years

NAVARRO COUNTY
BID NO. 2012-BR1-009 Replacement of Bridge on NW CR 1250
SPECIFICATIONS/BID PROPOSAL FORM

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: Neyland Bridge Construction Date Organized: 1983

Address: 3768 Fm 1147 Marquet TX 77865 Date Incorporated: _____

Number of Years in contracting business under present name: 28

Contract on Hand:

Contact	Amount (\$)	Completion Date
<u>Rusk County</u>	<u>Year Bid</u>	

Type of work performed by your company: Bridge Building

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>Navarro Co</u>	<u>46000.00</u>	<u>10-11</u>
<u>Washita County</u>	<u>24000.00</u>	<u>10-28-11</u>

Major equipment available for this project: pile driver Back Hoe Tractor
welders

NAVARRO COUNTY
 BID NO. 2012-BR1-009 Replacement of Bridge on NW CR 1250
 SPECIFICATIONS/BID PROPOSAL FORM

BID BOND

ANY SINGULAR REFERENCE TO BIDDER, SURETY, OWNER, OR OTHER PARTY SHALL BE
 CONSIDERED PLURAL WHERE APPLICABLE.

BIDDER (Name and Address):

Curtis Neyland DBA Neyland Bridge Construction
 3368 FM 1147
 Marquez Texas 77865

SURETY (Name and Address of Principal Place of Business):

RLI Insurance Company
 P O Box 9367
 Peoria Illinois 61612-3967

OWNER (Name and Address):

Navarro County
 330 W 3rd Avenue Suite 14
 Corsicana, Texas 75110

BID

Bid Due Date: March 12, 2012

Description (Project Name and Include Location): Replace Bridge NW County Rd 1250
 Corsicana, TX

BOND

Bond Number: LSM0322476
 Date (Not earlier than Bid due date): March 12, 2012

Penal sum Seven Thousand Dollars No/100 \$ 7,000.00
 (Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause
 this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Curtis Neyland DBA Neyland Bridge Construction (Seal)
 Bidder's Name and Corporate Seal

By: [Signature]
 Signature:

Curtis Neyland Jr
 Print Name

Owner
 Title

Attest: [Signature]
 Signature

VP
 Title

SURETY

RLI Insurance Company (Seal)
 Surety's Name and Corporate Seal

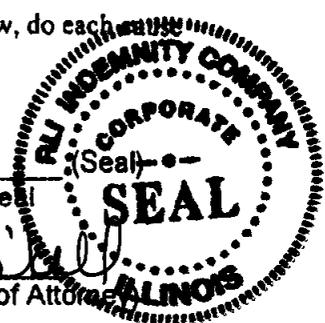
By: [Signature]
 Signature (Attach Power of Attorney)

Tammy Driskell
 Print Name

P.O.A
 Title

Attest: [Signature]
 Signature

Pres.
 Title



Note: Above addresses are to be used for giving any required notice. Provide execution by any
 additional parties, such as joint venturers, if necessary.



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

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POWER OF ATTORNEY
RLI Insurance Company

Bond No. LSM0322476

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Tammy Driskell in the City of Madisonville, State of Texas, as Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed One Million and 00/100 (\$ 1,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: Curtis Neyland DBA Neyland Bridge Construction
Obligee: Navarro County
Type Bond: Public Bid Bond
Bond Amount: \$ 7,000.00

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 12th day of March, 2012.

ATTEST:

Cynthia S. Dohm
Cynthia S. Dohm Assistant Secretary



Roy C. Die
RLI Insurance Company
Roy C. Die Vice President

On this 12th day of March, 2012 before me, a Notary Public, personally appeared Roy C. Die and Cynthia S. Dohm, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public



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NAVARRO COUNTY
BID NO. 2012-BR1-010 Replacement of Bridge on NW CR 1250
SPECIFICATIONS/BID PROPOSAL FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
 - 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
 - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
 - 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

NAVARRO COUNTY
BID NO. 2012-BR1-010 Replacement of Bridge on NW CR 1250
SPECIFICATIONS/BID PROPOSAL FORM

Contract Checklist

This project will be bid, let and constructed according to the International Building Code 2006 Standards and the Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

Following are required Documents to be submitted with the Bid Form:

- A Bid Proposal Affidavit must be submitted with the Bid Form.
- A list of contractor references must be submitted with the form.
- A Statement of Contractor's Qualifications must be completed and submitted with the Bid Form.
- A Conflict of Interest Questionnaire must be completed and submitted with the Bid Form.
- A Bid Bond must be submitted with the Bid Form

If any statements were not checked please provide an explanation in the given area below.


 Contractor Signature

3-4-12
 Date



NAVARRO COUNTY
BID NO. 2012-BR1-010 Replacement of Bridge on NW CR 1250

Navarro County is requesting bids on the replacement of a bridge on NW CR 1250. Bids must be submitted on the attached forms. By returning this bid with a price quote, vendors certify and agree that:

Funding: Funds for payment have been provided through the Navarro County budget approved by the Commissioners Court for the fiscal year ending September 30, 2012.

Late Bids: Bids received in the County Auditor's Office after the submission deadline will be considered void and unacceptable. Navarro County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp of the County Auditor's Office shall be the official time of receipt.

Altering Bids: Bids cannot be altered or amended after the submission deadline. Any interlineation, alteration or erasure made before the opening time must be initialed by the signer of the bid, guaranteeing authenticity.

Withdrawal of Bid: A bid may not be withdrawn or canceled by the bidder without the permission of the County for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

Sales Tax: Navarro County is exempt, by law, from payment of Texas Sales Tax and Federal Excise Tax.

Contract: This bid, when properly accepted by Navarro County, shall constitute a contract equally binding between the successful bidder and Navarro County. No different or additional terms will become a part of this contract with the exception of change orders.

Change Orders: No oral statement of any person shall modify or otherwise change, or affect, the terms, conditions or specifications stated in the resulting contract. The Navarro County Auditor will make all change orders to the contract in writing.

Delivery: All delivery and freight charges (FOB Navarro County Courthouse) are to be included in the bid price.

Conflict of Interest: No public official shall have interest in this contract, in accordance with *Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171.*

Ethics: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Navarro County.



NAVARRO COUNTY
BID NO. 2012-BR1-010 Replacement of Bridge on NW CR 1250

Exceptions/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of this bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The Navarro County Commissioners Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

Addenda: Any interpretations, corrections or changes to this *Invitation to Bid* and *Specifications* will be made by addenda. Sole issuing authority of addenda shall be vested in the Navarro County Auditor. Addenda will be mailed to all that are known to have received a copy of this *Invitation to Bid*. Bidders shall acknowledge receipt of all addenda.

Bids must comply with all Federal, State, county and local laws concerning these type purchases.

Davis-Bacon and Related Acts: Attention is called to the fact that not less than the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Texas Department of Housing and Community Affairs and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age or national origin.

Design, Strength, Quality of materials must conform to IBC 2006 (International Building Code).

Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate their responsibility and meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics, and;
5. Be otherwise qualified and eligible to receive an award.

Navarro County may request representation and other information sufficient to determine the bidder's ability to meet these minimum requirements listed above.

References: Navarro County requests bidders to supply a list of at least three (3) references where like products have been sold by their company. Include name of reference, address, telephone number and name of representative.

Bidder Shall Provide, with this bid response, all documentation required by this *Invitation to Bid*. Failure to provide this information may result in rejection of your bid.

NAVARRO COUNTY
BID NO. 2012-BR1-010 Replacement of Bridge on NW CR 1250

Successful Bidder Shall defend, indemnify and save harmless Navarro County and all its officers, agents and employees from all suits, actions or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Navarro County from liability, claim or demand on their part, agents, servants, customers and/or employees whether such liability, claim or demand arise from or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Navarro County growing out of such injury or damages.

Insurance Requirements: Any vendor that conducts business with Navarro County, whether it is for goods and/or services, must maintain lawful workers' compensation requirements and adequate liability limitations.

Within ten (10) days after contract award and prior to the commencement of any work or delivery, the County requires the successful vendor(s) to submit, to the County Auditor's Office, verification of the following coverages, showing Navarro County as the certificate holder with coverage dates inclusive to that of the contract award:

- a. **Workers' Compensation Coverage** meeting the acceptable requirements as established by the Texas Workers' Compensation Act, Title 5, Subtitle A, Texas Labor Code; and
- b. **General Liability Insurance** meeting the following limits - **\$1,000,000 per occurrence/aggregate**, including products and completed operations coverage.

Vendors and/or their freight contractors must be prepared to show coverage verification prior to entering upon Navarro County Premises.

Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments and/or cancellation of the contract.

Termination of Contract: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Navarro County reserves the right to award canceled contract to the next lowest and responsible bidder as it deems to be in the best interest of the County.

Termination for Default: 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.



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NAVARRO COUNTY
BID NO. 2012-BR1-010 Replacement of Bridge on NW CR 1250

Notice: Any notice provided by this bid (or required by law) to be given to the successful bidder by Navarro County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Corsicana, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, provided this shall not prevent the giving of actual notice in any other manner.

Purchase Order: A purchase order will be generated by Navarro County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Navarro County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

Packing Slips or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful bidder, (b) delivery location, (c) Navarro County purchase order number and (d) descriptive information as to the terms(s) delivered, including description, quantity, number of containers, etc.

Invoices Payment will be made from original vendor invoices only. Shipping documents will be considered informational only and will be held until an invoice is received. The County does not pay from monthly statements. Invoices shall show all information as stated above and mailed directly to the Navarro County Auditor's Office, 300 West Third Avenue, Suite 10, Corsicana, TX 75110.

Payment will be made upon receipt and acceptance, by the County, of the items ordered in accordance with the State of Texas "Prompt Payment Act", Article 610f, V.T.C.S. Successful bidder is required to pay subcontractors within ten (10) days.

Items supplied under this contract will be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at no expense to the County. If an item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

Samples: When requested, samples shall be furnished free of expense to the County.

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.

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.

NAVARRO COUNTY
BID NO. 2012-BR1-010 Replacement of Bridge on NW CR 1250

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/Bidder'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 there from.

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.

Remedies: The successful bidder and Navarro County agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

Venue: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Navarro County, Texas.

Assignment: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Navarro County.



NAVARRO COUNTY
BID NO. 2012-BR1-010 Replacement of Bridge on NW CR 1250

Silence of Specification: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Governmental Entities within Navarro County utilizing inter-governmental contracts with Navarro County will be eligible, but not obligated, to purchase culverts (if applicable) under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than Navarro County will be billed directly to that governmental entity and paid by that governmental entity. Navarro County will not be responsible for another governmental entity's debts.

Navarro County reserves the right to make purchases from State Government Contracts or other vendors to meet County needs.

Any Questions concerning this *Invitation to Bid* and *Specifications* should be directed to the Navarro County Auditor's Office at 903-654-3095.

**NAVARRO COUNTY
BID NO. 2012-BR1-010 Replacement of Bridge on NW CR 1250
SPECIFICATIONS/BID PROPOSAL FORM**

Navarro County is requesting bids for the replacement of a bridge on NW CR 1250 as described in the following specifications. The contract period will be for twelve (12) months effective October 1, 2011 through September 30, 2012.

The successful bidder(s) may request a price change, in conjunction with a manufacturer's price change, by presenting to the Navarro County Auditor written evidence to support the price change. However, no price adjustments will be authorized for the first ninety (90) days from the date of contract award. The price change will be effective subsequent to approval by the Commissioners court and may not be retroactive.

All prices quoted in this contract will include all delivery costs, and freight to various locations within ~~Navarro County, according to the instructions of the Commissioner at the time the order is made.~~ It is the responsibility of the contractor to deliver the product by owned or contracted means. Navarro County will not pay additional delivery charges for partial delivery orders.

Time of delivery, if delivered, must be coordinated with the Commissioner or his employee so that they can oversee the delivery.

This bid will be for REPLACEMENT OF A BRIDGE ON NW CR 1250. We request work commence as soon as possible and be completed no later than 30 days after receiving written consent for each request, weather permitting.

The following specifications will be required as the minimum. Any alternative means of construction that provide similar structural capacities and load capacities shall be noted and described by bidder.

The lump sum price shall be for furnishing all labor, equipment, fuels and materials necessary to remove existing structures from site and prepare area for the new installation. Then install new structure (s) as outlined in the plans, specifications, and project details for the County of Navarro. Contractors will furnish all material, equipment, and manpower, unless noted and specified otherwise.



CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

Curtis Wayland Jr

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Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

None

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

None

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NAVARRO COUNTY
BID NO. 2012-BR1-010 Replacement of Bridge on NW CR 1250
SPECIFICATIONS/BID PROPOSAL FORM

Please list any exclusion or qualifications in the space provided below.

Having read and understood the instructions to Bidders and Specifications, we submit the following bid:

Cost To Perform Scope of Work (\$): \$ 71,200.00

Exceptions:

NAVARRO COUNTY
BID NO. 2012-BR1-009 Replacement of Bridge on NW CR 1250
SPECIFICATIONS/BID PROPOSAL FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

- 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
- 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 3.2 All Bids are rejected by Owner, or
- 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

A PROCLAMATION

Whereas, our society has become increasingly dependent on household chemicals to perform labor-saving, time-saving miracles; and on medicine to provide health-giving, life-sustaining benefits;

Whereas, these products, when not used as intended or directed, may be hazardous, particularly if children gain access to them;

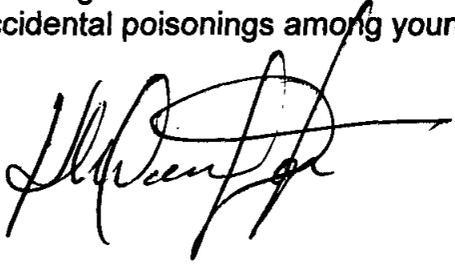
Whereas, over the past 50 years, the nation has been observing Poison Prevention Week to call attention to these hazards and how proper handling and disposal of these substances and proper use of safety packaging can help eliminate them;

Whereas, the efforts of our community organizations, complemented by the efforts of the North Texas Poison Center have reduced childhood poisonings in Navarro, County.

Whereas, the North Texas Poison Center, a regional poison center, located at Parkland Health & Hospital System, provides the ultimate in human service programming, immediate, accessible emergency information to save lives of victims of poison-related emergencies, and;

Whereas, these programs must continue as long as even one child swallows a household product or medicine by mistake.

Now, Therefore, I, Judge H. M. Davenport, Jr., and the Commissioners of Navarro County, do hereby proclaim the week of March 18-24, 2012, as Poison Prevention Week in this County. Further, I direct the appropriate agencies in our local government to continue their cooperation with concerned citizens and community organizations, including our schools, to develop programs which will alert our people to the continued danger of misusing medicines and household products and to promote effective safeguards against accidental poisonings among young children.



MAR 12, 2012

#15

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AFFIDAVIT SUBMITTED BY
Frank Hull
NAVARRO COUNTY TREASURER



STATE OF TEXAS

COUNTY OF NAVARRO

For January, 2012

Before me, the undersigned authority, on this day personally appeared the following named persons, and after being duly sworn, deposes and says: Honorable H. M. Davenport, Jr., County Judge, Honorable Kit Herrington, Commissioner Pct. #1, Honorable Richard Martin, Commissioner Pct. #2, Honorable David Warren, Commissioner Pct. #3, and Honorable James Olsen, Commissioner Pct. #4.

I, Frank Hull, Navarro County Treasurer, on this 12 Th day of March, 2012 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on January, 31, 2012 for the Court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$ 8,445,747.62. Bank collateral for deposits held at Depository Bank is \$ 23,967,849.91. Collateralization is 340% of deposits. Also, other assets totaling \$ 2, 208,989.66 are being held by the Treasurer's office. The total interest for all accounts for the month of January, 2012 was \$ 5,793.98. The total disbursements for the month of January, 2012 were \$ 9,850,733.58. This report is in compliance with section 114.026 of the Local Government Code, so therefore we hereby execute this affidavit for publication.

With this signed affidavit, We the Commissioners Court, state that the requirements of Subsection (C) have been met with the examination of this report.

Signed and executed this 12 Th day of March 2012.

H. M. Davenport Jr. - County Judge

Kit Herrington - Commissioner Pct 1

Richard Martin - Commissioner Pct 2

David Warren - Commissioner Pct 3

James Olsen - Commissioner Pct 4

SWORN AND SUBSCRIBED TO BEFORE ME, this 12 Th day of March, 2012 by H. M. Davenport, Jr., Kit Herrington, Richard Martin, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.

ATTEST



Sherry Dowd - Navarro County Clerk

Pledge Security Listing
January 31, 2012

1881

Cusip	ID	Description	Safekeep	Receipt	Face	Current Par	Cpn	Call	Mature	Moody S&P	Fitch	F115	Book	Market	Gain	
NAVARRO COUNTY																
31294KSF3	1174	FHLMC E01418	FHLB	xxx	3,500,000	600,769	4 00		07/01/18	AAA	AA+	AAA	HTM	600,097 54	628,730 91	28,633 37
3128H7QU9	1430	FHLMC E99467	FHLB	x	3,000,000	352,047	4 00		09/01/15	AAA	AA+	AAA	HTM	351,936 25	360,191 80	8,255 56
3128MBEW3	1938	FHLMC G12649	FHLB	x	3,800,000	756,528	5 50		05/01/22	AAA	AA+	AAA	HTM	756,029 56	821,542 06	65,512 50
3128NGGH2	1951	FHLMC 1H1400	FHLB	x	1,999,995	631,496	5 95		05/01/37	AAA	AA+	AAA	HTM	630,219 61	663,071 15	32,851 54
31403C3H2	2055	FNMA 745200	FHLB	x	1,400,000	391,700	4 50		04/01/20	AAA	AA+	AAA	HTM	391,700 07	414,976 38	23 276 31
31402DFS4	2177	FNMA 725677	FHLB	x	7,088,296	1,471,283	4 50		06/01/19	AAA	AA+	AAA	HTM	1,464,738 89	1,550,733 52	85,994 63
31410G2P7	2182	FNMA 889182	FHLB	x	6,109,485	2,131,833	5 00		01/01/21	AAA	AA+	AAA	HTM	2,136,289 19	2,293,719 14	157,429 94
3128MBTJ6	2412	FHLMC G13053	FHLB	x	2,200,000	665,984	4 50		04/01/23	AAA	AA+	AAA	HTM	673,254 06	705,560 24	32,306 18
31417YMF1	2424	FNMA MA0357	FHLB	x	979,985	564,011	4 00		02/01/20	AAA	AA+	AAA	HTM	574,300 50	597,626 27	23,325 77
31417YMF1	2424	FNMA MA0357	FHLB	x	7,839,882	4,512,090	4 00		02/01/20	AAA	AA+	AAA	HTM	4,594,404 02	4,781,010 16	186,606 15
31416RTG8	2435	FNMA AA7750	FHLB	x	9,686,000	5,298,748	4 00		06/01/24	AAA	AA+	AAA	HTM	5,372,765 46	5,598,192 98	225,427 52
31417ARH4	2518	FNMA AB4087	FHLB	x	1,059,946	1,050,863	3 00		12/01/26	AAA	AA+	AAA	HTM	1,076,079 96	1,087,972 01	11,892 05
31418AB31	2519	FNMA MA0957	FHLB	x	5,168,104	5,121,763	3 00		01/01/22	AAA	AA+	AAA	HTM	5,346,034 79	5,345,583 97	11 02
726 NAVARRO COUNTY					53,831,692	23,549,115							23,967,849 91	24,848,910 60	881,060 70	

Reference to Interest Rate Shifts represent a shift in the Treasury Curve. Actual Market Yield shift on Individual Securities may differ. See the report 'Market Yield Shift Assumptions' for more information.

Other Reports



Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

Report Set Page # 213
01/31/12 - 4:43:49 PM
Version 12/12/2011

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FILED FOR RECORD
AT 7:15 O'CLOCK P.M.

MAR 09 2012

SHERY DOWD
COUNTY CLERK, NAVARRO COUNTY, TEXAS
BY [Signature] DEPUTY

I, RUSSELL P HUDSON, NAVARRO COUNTY TAX ASSESSOR/COLLECTOR, DO HEREBY SWEAR UNDER OATH,
THAT THE ATTACHED REPORT IS A TRUE AND CORRECT REPORT.

TOTAL PAGES INCLUDING COVER SHEET 6

116

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING FEBRUARY 2012

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DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENTION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
NAVARRO COUNTY									LEVY
CURRENT	1,733,663.68		25,503.25	1,759,166.93		25.59	1,759,141.34	309.63	16,410,955.92
DELINQUENT	53,861.03		17,939.01	71,800.04		2.76	71,797.28	14,196.93	%
TOTAL	1,787,524.71	-	43,442.26	1,830,966.97	-	28.35	1,830,938.62	14,506.56	10.56%
NAVARRO COLLEGE								+	LEVY
CURRENT	333,508.49		5,016.65	338,525.14		4.84	338,520.30	62.14	3,192,388.48
DELINQUENT	10,711.79	-	3,674.91	14,386.70		0.59	14,386.11	2,837.98	%
TOTAL	344,220.28	-	8,691.56	352,911.84	-	5.43	352,906.41	2,900.12	10.45%
CITY OF RICE									LEVY
CURRENT	28,222.36	-	791.91	29,014.27	339.09		28,675.18		133,058.53
DELINQUENT	841.26		257.11	1,098.37	68.51		1,029.86	213.57	%
TOTAL	29,063.62	-	1,049.02	30,112.64	407.60	0	29,705.04	213.57	21.21%
CITY OF KERENS									LEVY
CURRENT	26,237.56		934.15	27,171.71			27,171.71		247,342.75
DELINQUENT	460.67	-	155.93	616.60		0.39	616.21	123.33	%
TOTAL	26,698.23	-	1,090.08	27,788.31	-	0.39	27,787.92	123.33	10.61%
CITY OF CORSICANA									LEVY
CURRENT	585,824.05	-	8,389.53	594,213.58		12.02	594,201.56	114.75	7,662,316.49
DELINQUENT	18,405.18	-	6,046.49	24,451.67		1.89	24,449.78	4,727.61	%
TOTAL	604,229.23	-	14,436.02	618,665.25	-	13.91	618,651.34	4,842.36	7.65%

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING FEBRUARY 2012

CITY OF BARRY								LEVY
CURRENT	1,524.95		17.51	1,542.46			1,542.46	16,437.24
DELINQUENT	58.57		14.58	73.15			73.15	14.63
TOTAL	1,583.52	-	32.09	1,615.61	-	0	1,615.61	14.63
CITY OF EMHOUSE								LEVY
CURRENT	1,041.87	-	41.48	1,083.35			1,083.35	8,472.02
DELINQUENT	47.92		18.80	66.72			66.72	13.33
TOTAL	1,089.79	-	60.28	1,150.07	-	0	1,150.07	13.33
CITY OF RICHLAND								LEVY
CURRENT	1,253.79	-	18.93	1,272.72			1,272.72	16,363.97
DELINQUENT	87.85		21.80	109.65			109.65	21.76
TOTAL	1,341.64	-	40.73	1,382.37	-	0	1,382.37	21.76
CITY OF GOODLOW								LEVY
CURRENT	369.34	-	19.62	388.96	6.77		382.19	2,977.76
DELINQUENT	62.17		29.09	91.26	7.60		83.66	18.26
TOTAL	431.51	-	48.71	480.22	14.37	0	465.85	18.26
CITY OF FROST								LEVY
CURRENT	10,111.33		254.90	10,366.23	114.29		10,251.94	77,267.60
DELINQUENT	303.78		116.81	420.59	30.73		389.86	84.12
TOTAL	10,415.11	-	371.71	10,786.82	145.02	0	10,641.80	84.12
CITY OF DAWSON								LEVY
CURRENT	8,784.71		205.69	8,990.40			8,990.40	72,429.25
DELINQUENT	238.83		70.49	309.32			309.32	61.86
TOTAL	9,023.54	-	276.18	9,299.72	-	0	9,299.72	61.86

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NAVARRO COUNTY , TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING FEBRUARY 2012

CITY-BLOOMING GROVE									LEVY
CURRENT	11,445.44		203.56	11,649.00			11,649.00		99,560.25
DELINQUENT	161.78		39.82	201.60			201.60	40.33	%
TOTAL	11,607.22	-	243.38	11,850.60	-	0.00	11,850.60	40.33	11.50%
NAVARRO COUNTY ESD #1									LEVY
CURRENT	18,181.20	-	213.71	18,394.91	144.29	0.35	18,250.27		119,607.31
DELINQUENT	366.66	-	96.14	462.80	25.87	0.03	436.90	92.69	%
TOTAL	18,547.86	-	309.85	18,857.71	170.16	0.38	18,687.17	92.69	15.20%
BLOOMING GROVE ISD									LEVY
CURRENT	195,966.50		3,164.95	199,131.45			199,131.45	136.39	1,419,328.62
DELINQUENT	6,515.70		2,022.14	8,537.84			8,537.84	1,705.91	%
TOTAL	202,482.20	-	5,187.09	207,669.29	-	0	207,669.29	1,842.30	13.81%
DAWSON ISD									LEVY
CURRENT	171,344.06		3,161.04	174,505.10		2.34	174,502.76	82.37	1,292,787.05
DELINQUENT	6,398.93		2,063.12	8,462.05			8,462.05	1,687.12	%
TOTAL	177,742.99	-	5,224.16	182,967.15	-	2.34	182,964.81	1,769.49	13.25%
RICE ISD									LEVY
CURRENT	192,365.10		5,537.53	197,902.63			197,902.63		1,515,810.54
DELINQUENT	6,922.11		2,564.28	9,486.39			9,486.39	1,849.87	%
TOTAL	199,287.21	-	8,101.81	207,389.02	-	0	207,389.02	1,849.87	12.69%
CORSICANA ISD									LEVY
CURRENT	1,698,074.21		18,675.37	1,716,749.58		27.97	1,716,721.61	282.38	17,383,846.35
DELINQUENT	53,251.99		17,491.41	70,743.40			70,743.40	14,208.11	%
TOTAL	1,751,326.20	-	36,166.78	1,787,492.98	-	27.97	1,787,465.01	14,490.49	9.77%
GRAND TOTAL	5,176,614.86	-	124,771.71	5,301,386.57	737.15	78.77	5,300,570.65	42,885.07	

14,194.83 ATTY - COLUMBIA

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NAVARRO COUNTY , TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING FEBRUARY 2012

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MEMO:	
TOTAL COLLECTED	<u>5,344,271.64</u>
ROLLBACK TAXES	<u> </u>
TAX CERTIFICATES	<u>1,060.00</u>
HOT CK FEES	<u>60.00</u>

COUNTY	<u>91.89%</u>
COLLEGE	<u>91.74%</u>
RICE	<u>88.02%</u>
KERENS	<u>84.78%</u>
CORSICANA	<u>93.89%</u>
BARRY	<u>85.06%</u>
EMHOUSE	<u>78.13%</u>
RICHLAND	<u>74.97%</u>

GOODLOW	<u>63.58%</u>
FROST	<u>83.77%</u>
CITY-DAWSON	<u>83.22%</u>
CITY-BL GROVE	<u>86.62%</u>
NC ESD #1	<u>87.70%</u>
B G ISD	<u>88.21%</u>
DAWSON ISD	<u>88.73%</u>
RICE ISD	<u>89.28%</u>
CORSICANA ISD	<u>93.52%</u>

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH OF FEBRUARY 2012

	TAXES	PENALTY & INTEREST	SUBTOTAL	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	1,413,630.38	20,794.28	1,434,424.66	20.83	1,434,403.83	251.08
ROAD & BRIDGE	295,277.44	4,348.68	299,626.12	4.38	299,621.74	54.26
FLOOD CONTROL	24,755.86	360.29	25,116.15	0.38	25,115.77	4.29
TOTAL	1,733,663.68	25,503.25	1,759,166.93	25.59	1,759,141.34	309.63
DELINQUENT TAXES						
COUNTY	44,047.88	14,718.94	58,766.82	2.19	58,764.63	11,613.21
STATE	-	-	-	-	-	-
ROAD & BRIDGE	9,049.72	2,963.06	12,012.78	0.53	12,012.25	2,381.39
FLOOD CONTROL	763.43	257.01	1,020.44	0.04	1,020.40	202.33
TOTAL	53,861.03	17,939.01	71,800.04	2.76	71,797.28	14,196.93
TOTAL ALLOCATION						
COUNTY	1,457,678.26	35,513.22	1,493,191.48	23.02	1,493,168.46	11,864.29
STATE		-		-		-
ROAD & BRIDGE	304,327.16	7,311.74	311,638.90	4.91	311,633.99	2,435.65
FLOOD CONTROL	25,519.29	617.30	26,136.59	0.42	26,136.17	206.62
TOTAL	1,787,524.71	43,442.26	1,830,966.97	28.35	1,830,938.62	14,506.56

COUNTY TAX REPORT
Prepared by Gail Smith
Navarro County Tax Office

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