

COLORADO COUNTY COMMISSIONERS COURT  
NOTICE OF OPEN MEETING

DATE OF MEETING: October 28, 2019 – 9:00 A.M.  
BUILDING: Colorado County Courthouse, County Courtroom  
STREET LOCATION: 400 Spring Street  
CITY OF LOCATION: Columbus, Texas

Pursuant to the authority granted under Government Code, Chapter 551, the Commissioners Court may convene in a closed meeting to discuss, deliberate and take action on any of the agenda items listed below. Immediately before any closed session, the specific section or sections of Government Code, Chapter 551, which provides statutory authority, will be announced.

**On this the 28<sup>th</sup> day October 2019, the Commissioners Court of Colorado County, Texas met in Regular Session at 9:00 A.M., in their regular meeting place at the Colorado County Courthouse, County Courtroom, 400 Spring Street, in the City of Columbus, Texas.**

**The Following Members were present, to wit:**

<b>Honorable Ty Prause</b>	<b>County Judge</b>
<b>Honorable Doug Wessels</b>	<b>Commissioner Precinct #1</b>
<b>Honorable Darrell Kubesch</b>	<b>Commissioner Precinct #2</b>
<b>Honorable Tommy Hahn</b>	<b>Commissioner Precinct #3</b>
<b>Honorable Darrell Gertson</b>	<b>Commissioner Precinct #4</b>
<b>Honorable Kimberly Menke</b>	<b>County Clerk</b>
<b>By: Nancy Davenport</b>	<b>Deputy County Clerk</b>

**County Judge Ty Prause called the meeting to order at 9:01 A.M., followed by Pledges to the United States Flag and Texas Flag.**

**DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:**

**\_\_1. Agenda as posted.**

**Motion by Commissioner Wessels to approve Agenda; seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

FILED FOR RECORD  
COLORADO COUNTY, TX

COLORADO COUNTY COMMISSIONERS COURT  
NOTICE OF OPEN MEETING

2019 OCT 24 PM 3:44

KIMBERLY MENKE  
COUNTY CLERK

DATE OF MEETING: October 28, 2019 – 9:00 A.M.  
BUILDING: Colorado County Courthouse, County Courtroom  
STREET LOCATION: 400 Spring Street  
CITY OF LOCATION: Columbus, Texas

*N.D.*

Pursuant to the authority granted under Government Code, Chapter 551, the Commissioners Court may convene in a closed meeting to discuss, deliberate and take action on any of the agenda items listed below. Immediately before any closed session, the specific section or sections of Government Code, Chapter 551, which provides statutory authority, will be announced.

**DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:**

1. Agenda as posted.
2. Public comments.
3. Consideration and approval of an Order by Commissioners Court of Colorado County, Texas, authorizing the issuance of "Colorado County, Texas, General Obligation Refunding Bonds, Series 2019", levying an annual ad valorem tax within the limited prescribed by law, delegating the authority to certain members of the Commissioners Court and county staff to execute certain documents relating to the sale of bonds and other matters in connection therewith. (Kana)
4. Approve appointment of the Bank of New York as paying agent for the Series 2019 Refunding Bonds if the winning bidder chooses not to be the paying agent for the Series 2019 Refunding Bonds. (Kana)
5. Approve appointment of Hutchinson Shockey as placement agent for the Series 2019 Refunding Bonds if applicable. (Kana)
6. Adopt a burn ban to restrict outdoor burning pursuant to Texas Local Government Code Section 352.081(c)(1) or (c)(2) for up to 90 days. (Prause)
7. Discuss and consider construction bids received for the County's TxCDBG 7218089 water improvements grant. (Wessels)
8. Discuss, consider and possibly act on award of construction contract for the County's TxCDBG 7218089 water improvements grant. (Wessels)
9. Contract for Court Collection Services between Colorado County and Graves Humphries Stahl, LTD. for Justice of the Peace Courts. (Prause)
10. Application of San Bernard Electric Cooperative, Inc. to place one power pole in Sandy Creek Road right-of-way, Precinct No. 1. (Wessels)
11. Application of Colorado Valley Telephone to install buried copper cable upon and along the right-of-way of County Road 252, Precinct No. 2. (Kubesch)
12. Authority to advertise for bids to construct bridge on County Road 248 at Clear Creek, Precinct No. 2. (Kubesch)
13. Authority to advertise for bids to construct bridge on County Road 270 at McKinnon Branch, Precinct No. 2. (Kubesch)
14. Set date to canvass November 5, 2019 Constitutional Amendment Election (November 8-18, 2019). (Menke)
15. Consent Items:
  - a. Colorado County 2019 Levy Roll from the Colorado County Central Appraisal District.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

- b. Continuation Certificate for Superheavy or Oversize Permit Bond No. RLB0001510 posted by Wagner Oil Company (10/29/2019 - 10/29/2020).
  - c. Superheavy or Oversize Permit Bond No. K15370907 posted by Strike, LLC (9/24/2019 - 9/24/2020).
  - d. Renewal of annual membership with Lower Colorado River Basin Coalition (LCRBC) and payment of dues in the amount of \$500.00.
- \_16. Examine and approve all accounts payable and budget amendments.
- \_17. Announcements (without discussion and no action) by elected officials/department heads.
- \_18. Commissioners Court Members sign all documents and papers acted upon or approved.
- \_19. Adjourn.

The Colorado County Courthouse is wheelchair accessible and accessible parking spaces are available.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

  2. Public comments.

**Judge Prause informed there were (3) Public Comment Rules Forms completed by:**

**(1) by: Debbie Damon; (2) by: Kirk Lowe and (3) by: John Howell.**

**Debbie Damon handed out a sheet referring to the Monarch Butterflies and also an update on AEP.**

**Kirk Lowe stated he will wait and speak during Agenda Items #7 and #8.**

**John Howell stated he will wait and speak during Agenda Items #3, #4 and #5, which these will be addressed towards the end of the meeting.**

**(See Attachments)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019

Colorado County Commissioners' Court

Public Comment Rules

1. Citizens wishing to speak must sign in on the bottom of this sheet.
2. Public comment will be limited to five (5) minutes per person and thirty (30) minutes per agenda item.
3. Citizens will be allowed to address only items that are on the agenda and as indicated on the bottom of this sheet. A separate sheet must be filled out for each agenda item to be discussed.
4. All comments must be addressed to the Commissioners' Court.
5. The Court may make a request for information from the floor on an "as needed" basis, as determined by the Judge or a Commissioner.
6. The Judge (or Judge pro tem) has full and final authority to amend or terminate any of the above.

Please remember that this is an "Open Public Meeting" and not a "Public Hearing". Very specific rules apply to each.

Public Participation Form

Name (please print) Debbie Damon

Which agenda item do you wish to address? 2

In general, are you for or against this agenda item? For      Against     

Debbie Damon  
Signature

Note: This form must be presented to the County Clerk (or assistant) prior to the time that the agenda item you wish to address is discussed before the Court.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

**COLORADO COUNTY  
COMMISSIONERS COURT  
MONDAY, OCTOBER 28, 2019**

IT IS THAT TIME OF YEAR WHEN WE START TO SEE THE MONARCH BUTTERFLIES ON THEIR LONG JOURNEY BACK TO MEXICO TO HIBERNATE. ONE OF THE NON-PROFIT ORGANIZATIONS, JOURNEY NORTH, IS AN INTERNET-BASED PROGRAM THAT ENGAGES STUDENTS IN INVESTIGATING WILDLIFE MIGRATION AND SEASONAL CHANGE. STUDENTS AND THEIR TEACHERS ACROSS NORTH AMERICA COME TOGETHER TO EXPERIENCE THE ANNUAL CYCLE THROUGH OBSERVATION INQUIRY, RESEARCH AND THE SHARING OF DATA. WANT TO ENCOURAGE EVERYONE TO GO TO THEIR WEBSITE [WWW.JOURNEYNORTH.ORG](http://WWW.JOURNEYNORTH.ORG) AND REGISTER AND USE THE COLUMBUS, TX 78934 COORDINATES 29.7066 DEGREES NORTH; -96.5397 DEGREES WEST AND REGISTER AND REPORT SITINGS OF MONARCHS, HUMMINGBIRDS, EAGLES, ROBINS AND A WIDE VARIETY OF OTHER SPECIES. KEEP IN MIND THAT COLORADO COUNTY IS A MAIN ROUTE FOR THE MONARCH BUTTERFLIES.

AMERICAN ELECTRIC POWER (AEP) UPDATE. ALL I HAVE HEARD FROM THE CITY IS THAT THE LAWYERS ARE TAKING CARE OF IT. BUT WHAT DOES THAT MEAN....I DON'T KNOW. THE END OF THE YEAR IS RIGHT AROUND THE CORNER. WE KNOW THAT IT IS HARD TO GET ACTION ITEMS COMPLETED DURING THIS TIME. THE UPCOMING HOLIDAY HIPE AND THINGS GET PUT ON THE BACK BURNER. WHAT I HAVE DONE IS A COMPARATIVE ANALYSIS ON AEP DELIVERY CHARGE RATES VS CENTER POINT (HARRIS COUNTY). AEP IS RECOGNIZED AS HAVING THE HIGHEST RATES OF THE 3 POWER COMPANIES HERE IN TEXAS (ONCOR, CENTER POINT, AEP). AS AN EXAMPLE CENTER POINT DELIVERY CHARGES ARE 39-41% WHEREBY AEP DELIVERY CHARGES FOR SMALL BUSINESSES, CHURCHES, CITY BUILDINGS, NON-PROFITS IS 55-71%. ONE OF THE SADEST EXAMPLES IS OUR VA BUILDING SHUT ITS DOORS BECAUSE THE USE OF THEIR BUILDING FOR A 1-HOUR MEETING COST THEM \$500 ON THEIR ELECTRIC BILL. CHURCHES SEE A STAGGERING 65-68% GOES TO AEP. AGAIN THE ANSWER TO THIS PROBLEM IS GETTING THE RATCHET NUMBER RAISED FROM THE CURRENT 10 TO 30.

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019

Colorado County Commissioners' Court

Public Comment Rules

1. Citizens wishing to speak must sign in on the bottom of this sheet.
2. Public comment will be limited to five (5) minutes per person and thirty (30) minutes per agenda item.
3. Citizens will be allowed to address only items that are on the agenda and as indicated on the bottom of this sheet. A separate sheet must be filled out for each agenda item to be discussed.
4. All comments must be addressed to the Commissioners' Court.
5. The Court may make a request for information from the floor on an "as needed" basis, as determined by the Judge or a Commissioner.
6. The Judge (or Judge pro tem) has full and final authority to amend or terminate any of the above.

Please remember that this is an "Open Public Meeting" and not a "Public Hearing". Very specific rules apply to each.

Public Participation Form

Name (please print) Kirk Lowe

Which agenda item do you wish to address? 7+8

In general, are you for or against this agenda item? For  Against

Kirk Lowe  
Signature

Note: This form must be presented to the County Clerk (or assistant) prior to the time that the agenda item you wish to address is discussed before the Court.

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

OCTOBER 28, 2019

Colorado County Commissioners' Court

Public Comment Rules

1. Citizens wishing to speak must sign in on the bottom of this sheet.
2. Public comment will be limited to five (5) minutes per person and thirty (30) minutes per agenda item.
3. Citizens will be allowed to address only items that are on the agenda and as indicated on the bottom of this sheet. A separate sheet must be filled out for each agenda item to be discussed.
4. All comments must be addressed to the Commissioners' Court.
5. The Court may make a request for information from the floor on an "as needed" basis, as determined by the Judge or a Commissioner.
6. The Judge (or Judge pro tem) has full and final authority to amend or terminate any of the above.

Please remember that this is an "Open Public Meeting" and not a "Public Hearing". Very specific rules apply to each.

Public Participation Form

Name (please print) John F Haweco, Jr

Which agenda item do you wish to address? 3, 4, 5

In general, are you for or against this agenda item? For  Against

John F Haweco, Jr  
Signature

Note: This form must be presented to the County Clerk (or assistant) prior to the time that the agenda item you wish to address is discussed before the Court.



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

3. Consideration and approval of an Order by Commissioners Court of Colorado County, Texas, authorizing the issuance of "Colorado County, Texas, General Obligation Refunding Bonds, Series 2019", levying an annual ad valorem tax within the limited prescribed by law, delegating the authority to certain members of the Commissioners Court and county staff to execute certain documents relating to the sale of bonds and other matters in connection therewith. (Kana)

**Motion by Judge Prause to approve to consideration and approval of an Order by Commissioners Court of Colorado County, Texas, authorizing the issuance of "Colorado County, Texas, General Obligation Refunding Bonds, Series 2019", levying an annual ad valorem tax within the limited prescribed by law, delegating the authority to certain members of the Commissioners Court and county staff to execute certain documents relating to the sale of bonds and other matters in connection therewith; seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

OCTOBER 28, 2019

 NORTON ROSE FULBRIGHT

October 28, 2019

Norton Rose Fulbright US LLP  
1301 McKinney, Suite 5100  
Houston, Texas 77010-3095  
United States

The Honorable Ty Prause  
County Judge Colorado County  
400 Spring Street, Suite 113  
Columbus, TX 78934

Neil Thomas  
Partner  
Direct line +1 713 651 3613  
neil.thomas@nortonrosefulbright.com

Tel +1 713 651 5151  
Fax +1 713 651 5246  
nortonrosefulbright.com

Re: Colorado County, Texas General Obligation Refunding Bonds, Series 2019

Dear Judge Prause:

This letter confirms that under its engagement letter dated March 2, 2012, Norton Rose Fulbright US LLP, as successor firm to Fulbright & Jaworski L.L.P., will represent Colorado County, Texas as bond counsel in connection with the proposed authorization, sale, and issuance of one or more series of obligations (the "Obligations"), including the referenced obligations.

Very truly yours,



Neil Thomas

Enclosure

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

- \_\_4.** Approve appointment of the Bank of New York as paying agent for the Series 2019 Refunding Bonds if the winning bidder chooses not to be the paying agent for the Series 2019 Refunding Bonds. (Kana)

**Motion by Judge Prause to approve appointment of the Bank of New York as paying agent for the Series 2019 Refunding Bonds if the winning bidder chooses not to be the paying agent for the Series 2019 Refunding Bonds; seconded by Commissioner Kubesch;**

**5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

- \_\_5.** Approve appointment of Hutchinson Shockey as placement agent for the Series 2019 Refunding Bonds if applicable. (Kana)

**Motion by Judge Prause to approve appointment of Hutchinson Shockey as placement agent for the Series 2019 Refunding Bonds if applicable; seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

- \_\_6. Adopt a burn ban to restrict outdoor burning pursuant to Texas Local Government Code Section 352.081(c)(1) or (c)(2) for up to 90 days. (Prause)**

**Judge Prause informed that effective at 11:30 AM on October 25, 2019, he signed an Order Rescinding Burn Ban due to recent rainfall. Discussion was done and the Court decided to take no action on this Agenda Item, therefore no motion was made.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

**ORDER RESTRICTING OUTDOOR BURNING**  
(Drought)

WHEREAS, the Colorado County Commissioners Court finds that drought conditions exist in all unincorporated areas of the county:

IT IS HEREBY ORDERED that outdoor burning is restricted in all unincorporated areas of the county for 90 days from the date of this Order, unless the restrictions are terminated earlier based on a determination made by the Texas Forest Service or this Court. This Order is adopted pursuant to local Government Code §352.081(c)(1), and other applicable statutes. This Order restricts outdoor burning as follows:

1. **Outdoor burning banned.** Unless an exception appears below, the use of combustible materials in an outdoor environment by any person is prohibited. Combustible materials include, but are not limited to the use of all fireworks, burning of trash, brush and open campfires and materials used outdoors in activities that could result in a fire.
2. **Exceptions.** This order does not prohibit the following outdoor activities:
  - **Barbecues and Household Trash.** This order does not prohibit outdoor barbecues and burning of household trash in a receptacle that is enclosed and covered with a mesh material with no more than ¼ inch openings and supervised in a safe area clear of debris.
  - **Controlled burns** necessary for planting and harvesting agricultural crops with a defensible space around the burn area, presence of fire suppression tools, and personal presence during the entire controlled burn.
  - **Authorized by TCEQ.** This order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: (1) firefighting training; (2) public utility, natural gas pipeline or mining operations; (3) planting or harvesting of agricultural crops; or (4) burns that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resource Code, and meet the standards of Section 153.047, Natural Resource Code.
  - **Fireworks show.** This order does not prohibit an organized aerial display of fireworks conducted by an experienced pyrotechnician for a large audience where fire suppression equipment is present to prevent the spread of fire.
  - **Attwater Prairie Chicken Refuge** maintenance activities.

In accordance with the Local Government Code §352.081(h), a violation of this order is a Class C Misdemeanor, punishable by a fine of up to \$500.00.

The purpose of this Order is the mitigation of the public safety hazard posed by wildfires due to severe weather conditions by restricting use of combustible materials.

Adopted by Commissioners Court on the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Colorado County Judge

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

**ORDER OF COMMISSIONERS COURT  
RESTRICTING OUTDOOR BURNING**

(Public Safety Hazard)

WHEREAS, the Colorado County Commissioners Court finds that circumstances present in all of the unincorporated areas of the county create a public safety hazard that would be exacerbated by outdoor burning:

IT IS HEREBY ORDERED by the Commissioners Court that outdoor burning is restricted in the unincorporated areas of the county for 90 days from the date of this Order, unless the restrictions are terminated earlier based on a determination made by this Court or the County Judge. This Order is adopted pursuant to local Government Code §352.081(c)(2), and other applicable statutes. This Order restricts outdoor burning as follows:

1. **Outdoor burning banned.** Unless an exception appears below, the use of combustible materials in an outdoor environment by any person is prohibited. Combustible materials include, but are not limited to the use of all fireworks, burning of trash, brush and open campfires and materials used outdoors in activities that could result in a fire.
2. **Exceptions.** This order does not prohibit the following outdoor activities:
  - **Barbecues** using above-ground grills in a safe area clear of debris.
  - **Controlled burns** necessary for planting and harvesting agricultural crops with a defensible space around the burn area, presence of fire suppression tools, and personal presence during the entire controlled burn.
  - **Authorized by TCEQ.** This order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: (1) firefighting training; (2) public utility, natural gas pipeline or mining operations; (3) planting or harvesting of agricultural crops; or (4) burns that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resource Code, and meet the standards of Section 153.047, Natural Resource Code.
  - **Attwater Prairie Chicken Refuge** maintenance activities.

In accordance with the Local Government Code §352.081(h), a violation of this order is a Class C Misdemeanor, punishable by a fine of up to \$500.00.

The purpose of this Order is the mitigation of the public safety hazard posed by wildfires due to severe weather conditions by restricting use of combustible materials.

Approved and so ordered by Commissioners Court on this the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Colorado County Judge

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

- \_\_7.** Discuss and consider construction bids received for the County's TxCDBG 7218089 water improvements grant. (Wessels)

**Kirk Lowe, PE, Vice President of Engineering with FSC Inc., informed (4) bids were received on October 17, 2019 at 2:00 PM, with the highest bid being \$580,253.00 and the lowest bid being \$444,600.00.**

**Motion by Commissioner Wessels to table until next meeting on November 12<sup>th</sup> to see if Rock Island will be able to secure the rest of the funding needed; seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**



MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

OCTOBER 28, 2019



DRIVING PERFORMANCE.  
DELIVERING RESULTS.

TBPLS Firm 10000100  
TBPE Firm 17957

Honorable Judge Ty Prause  
400 Spring Street  
Columbus, TX 78934

October 22, 2019

Re: Recommendation of Award for Construction Contract Colorado County, TxCDBG #7218089

Judge Prause,

Bids for the above referenced project were solicited by FSC Inc. on behalf of the County and opened on Thursday, October 17, 2019, at 2:00 p.m. Four (4) bids were received, publicly opened and read aloud. Bids were received from: Pittsburg Tank and Tower Group, Maguire Iron, Phoenix Fabricators & Erectors, and Caldwell Tanks, Inc. All bid packages were reviewed and appear to be in compliance with the bid package requirements. The apparent low-bidder was Caldwell Tanks, Inc, (400 Tower Road, Louisville, KY 40219). A copy of the bid tabulation is enclosed for your reference. A copy of the Engineer's Opinion of Probable Construction Cost is also enclosed for comparison to the four bids submitted.

The current available construction budget is as follows:

CDBG Construction Grant Funds	\$302,000.00
Previously Committed Match Funds	<u>\$ 50,000.00</u>
Apparent Low Bidder	\$444,600.00
Remaining Grant Funds	-\$ 92,600.00

The County has \$352,000.00 in committed grant and match funds for this project. The County will be required to contribute \$92,600 in additional funds to complete this project should the low bidder be awarded.

FSC Inc. has reviewed the information submitted by all bidders and has verified the experience and references provided by the low bidder. It is our opinion that the low bid is fair and reasonable cost for the value of the work to be constructed, and that Caldwell Tanks, Inc. is qualified to perform the required work.

Should you have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Kirk E. Lowe", is written over a faint, illegible typed name.

Kirk E. Lowe, PE  
FSC INC. – Vice President of Engineering  
[klowe@fscinc.net](mailto:klowe@fscinc.net)

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

TDA Contract No. 7218089 - Colorado County  
Rock Island WSC 50,000-Gallon Elevate Storage Tank

Bid Tabulation: Bid Opening Date: 10/17/2019

Contractor	Address	Bonded	Affidavit	Addendum	Amount
Pittsburg Tank and Tower Group	1 Watertank Place, Henderson, KY 42420	YES	YES	YES	\$ 580,253.00
MaGuire Iron	1610 N Minnesota Ave, Droux Falls, SD 57104	YES	YES	YES	\$ 528,000.00
Phoenix Fabricators & Erectors	182 South County Road 900 East, Avon, IN 46123-8973	YES	YES	YES	\$ 462,990.00
Caldwell Tanks, Inc.	400 Tower Road, Louisville, KY 40219	YES	YES	YES	\$ 444,600.00

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

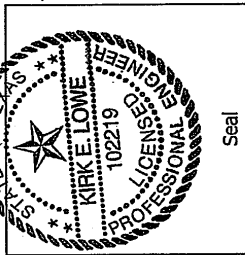
**TABLE 2 - BUDGET JUSTIFICATION OF RETAIL COSTS**

Activity Description	HUD Act #	Materials/Facilities/Services	\$/Unit	Unit	Quantity	Construction	Acquisition	Total
Water Improvements	03J	50,000 Gallon Legged Style Elevated Storage	\$315,000.00	LS	1	\$315,000	\$0	\$315,000
Water Improvements	03J	4" C900 PVC Water Main Pipe with Fittings	\$15.00	LF	40	\$600	\$0	\$600
Water Improvements	03J	OSHA Trench Safety	\$1.00	LF	40	\$40	\$0	\$40
Water Improvements	03J	4" Gate Valve	\$1,760.00	EA	1	\$1,760	\$0	\$1,760
Water Improvements	03J	SWPPP Preparation and Maintenance	\$2,000.00	LS	1	\$2,000	\$0	\$2,000
Water Improvements	03J	6" Flexible Base	\$12.00	SY	50	\$600	\$0	\$600
Water Improvements	03J	Mobilization	\$17,000.00	LS	1	\$17,000	\$0	\$17,000
Water Improvements	03J	Insurance and Bonding	\$15,000.00	LS	1	\$15,000	\$0	\$15,000
						<b>\$352,000</b>	<b>\$0</b>	<b>\$352,000</b>

*Kirk E. Lowie*

Signature of Registered Engineer/Architect Responsible For Budget Justification:

Jan 10, 2017      Date:      +1 (979) 732-3114      Phone Number



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

- \_\_8. Discuss, consider and possibly act on award of construction contract for the County's TxCDBG 7218089 water improvements grant. (Wessels)

**Motion by Commissioner Wessels to table until next meeting on November 12<sup>th</sup> to see if Rock Island will be able to secure the rest of the funding needed; seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried, it was so ordered.**

- \_\_9. Contract for Court Collection Services between Colorado County and Graves Humphries Stahl, LTD. for Justice of the Peace Courts. (Prause)

**Motion by Commissioner Gertson to approve Contract for Court Collection Services between Colorado County and Graves Humphries Stahl, LTD. for Justice of the Peace Courts; seconded by Commissioner Hahn; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

**CONTRACT FOR COURT COLLECTION SERVICES**

**STATE OF TEXAS**

**Colorado County**

THIS CONTRACT is made and entered into by and between Colorado County acting herein by and through its governing body, hereinafter called Client, and Graves Humphries Stahl, LTD. hereinafter called GHS.

**I.**

Client agrees to employ and does hereby employ GHS to enforce the collection of delinquent court fines, fees, court costs, restitution, debts and accounts receivable and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure (hereinafter referred to in the agreement as "Fines and Fees").

This contract supersedes all prior oral and written agreements between the parties, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

**II.**

For purposes of this contract all Fines and Fees shall be referred to GHS when determined to be delinquent as provided for in Article 103.0031, Texas Code of Criminal Procedure. Client will provide GHS with GHS's preferred method of electronic access to the information necessary to collect the fees and fines that are subject to this contract through adequate ports and bandwidth necessary.

**III.**

GHS is to refer all payments and correspondence directly to the courts that have assessed or levied the fees and fines being collected pursuant to this contract. GHS reserves the right to return all accounts not collected within one (1) year of referral by Client, as well as any accounts identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

**IV.**

For the Collection of Fees and Fines, Client agrees to pay GHS, as compensation for the collection services provided the following fees:

- 1) Twenty percent (20%) of the imposed fees and fines on all Unadjudicated offenses committed on or before June 18, 2003.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

- 2) Thirty percent (30%) of the imposed fees and fines on all adjudicated offenses regardless of the date of the offense as provided by Article 103.0031, Texas Code of Criminal Procedure.
- 3) Thirty percent (30%) of the imposed fees and fines on all Unadjudicated offenses occurring after June 18, 2003 as provided by Article 103.0031, Texas Code of Criminal Procedure.
- 4) In the event any fines and fees are disposed of through the performance of community service, credit for jail time served, or the discretionary removal of fines and fees pursuant to Article 45.0491, Texas Code of Criminal Procedure, no compensation shall be paid to GHS.

All compensations shall become the property of GHS at the time of payment. Client shall pay over said funds on a monthly basis by check.

**V.**

GHS agrees to use its best efforts to collect the delinquent accounts turned over to it and to provide advice to Client on the delinquent accounts as requested by Client.

**VI.**

This contract shall commence on the 28<sup>th</sup> day of Oct., 2019, and be in effect for a period of five (5) years after which it shall automatically renew on an annual basis. Either party to this agreement shall have the right to terminate this agreement, without cause, after the initial or any subsequent term by giving the other party ninety (90) days written notice of their desire and intention to terminate; provided that GHS shall have an additional six (6) months to complete work on all cases turned over to GHS prior to the notice of termination.

**VII.**

This contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this contract shall be in the appropriate courts in Hopkins County, Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid, illegal or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid, illegal or unenforceable provision(s) had never been a part of this contract.

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

OCTOBER 28, 2019

VIII.

In consideration of the terms and compensation herein stated, GHS hereby accepts said employment and undertakes performance of said contract as set-forth above.

IX.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

This contract is executed on behalf of Client by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and recorded in its minutes.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

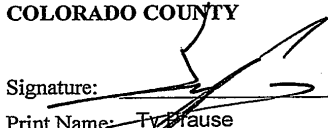
WITNESS the signature of all parties hereto this the 28<sup>th</sup> day of Oct., 2019.

AGREED TO:

GHS

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

COLORADO COUNTY

Signature:   
Print Name: Ty Frause  
Title: County Judge  
Date: 10/28/2019

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

- \_10. Application of San Bernard Electric Cooperative, Inc. to place one power pole in Sandy Creek Road right-of-way, Precinct No. 1. (Wessels)

**Motion by Commissioner Wessels to approve Application of San Bernard Electric Cooperative, Inc. to place one power pole in Sandy Creek Road right-of-way, Precinct No. 1; seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**



MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

OCTOBER 28, 2019



**San Bernard Electric Co-op**

Your Touchstone Energy<sup>®</sup>  
Cooperative 

PO Box 1208 • Bellville, TX 77418 • (800) 364-3171 • www.sbec.org

**Bellville Main Office**  
(979) 865-3171  
Fax: (979) 865-9706

**Columbus Service Center**  
(979) 732-8346  
Fax: (979) 732-2458

**Fieldstore Service Center**  
(936) 372-9176  
Fax: (936) 372-5476

**Hallettsville Service Center**  
(361) 798-4493  
Fax: (361) 798-2344

October 22, 2019

Judge Ty Prause  
PO Box 236  
Columbus, Texas 78934

RE: Corey Piekert

Honorable Ty Prause:

In order to improve electrical service in Colorado County, Texas, a permit to place 1 power pole in Sandy Creek Rd. Right of Way is needed.

Please find enclosed our "Notice of Proposed Erection of Power Line," along with Two (2) copies of the drawing indicating the detailed information concerning our proposed routing.

If the proposal meets with your approval, we would appreciate the execution of the necessary forms at your earliest convenience. Should you have any questions regarding this permit, please call me at 979/865-3171 or 800/364-3171.

Your consideration and assistance are most sincerely appreciated.

Sincerely,

Jason Beaman  
Right-of-Way Agent

Enclosure

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

**NOTICE OR PROPOSED ERECTION OF POWER LINE**

**DATE: October 22, 2019**

**TO THE COMMISSIONER'S COURT**

**ATTN: The Honorable Judge Ty Prause  
Judge of Colorado County  
PO Box 236  
Columbus, Texas 78934**

Formal notice is hereby given that San Bernard Electric Cooperative, Inc. proposes to place 1 power pole 1' in Sandy Creek Rd. Right of Way, Colorado County, Texas.

**LOCATION: 6,349' South of the intersection of Sandy Creek Rd. and Cr. 162 Rd.**

**DESIGN: See attached drawing.**

The location and description of the proposed line and appurtenances is more fully shown by Two (2) copies of drawings attached to this notice. The line will be constructed, operated and maintained in accordance with all requirements or governing laws.

Construction of this line will begin on or after the November 15, 2019

**SAN BERNARD ELECTRIC COOPERATIVE, INC.**

By: 

Jason Beaman, Right of Way Agent  
P.O. Box 1208  
Bellville, Texas 77418

Job Name: Corey Piekert

**APPROVAL**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

OCTOBER 28, 2019

COUNTY COLORADO

DATE October 28, 2019

TO: San Bernard Electric Cooperative, Inc.  
P.O. Box 1208  
Bellville, Texas 77418

The location on the right-of-way of your proposed power line, as shown by the accompanying notice dated October 22, 2019 is approved.

Your attention is directed to Art. 1436A (for power lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

1. The County Commissioners may designate the place along the right-of-way where such lines shall be constructed.
2. At any place where a power transmission line crosses over a highway or road, it shall be constructed and maintained at least twenty-two (22) feet above the surface of the traffic lane.
3. The County Commissioners may require the owner to relocate this line, for valid reasons under the law, by giving thirty days written notice.

Please notify the County Commissioner of Precinct No. One and the County Road Administrator forty-eight (48) hours prior to starting construction of the line, in order that we may have a representative present.

In the event the Owner fails to comply with the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance.

SPECIAL PROVISIONS:

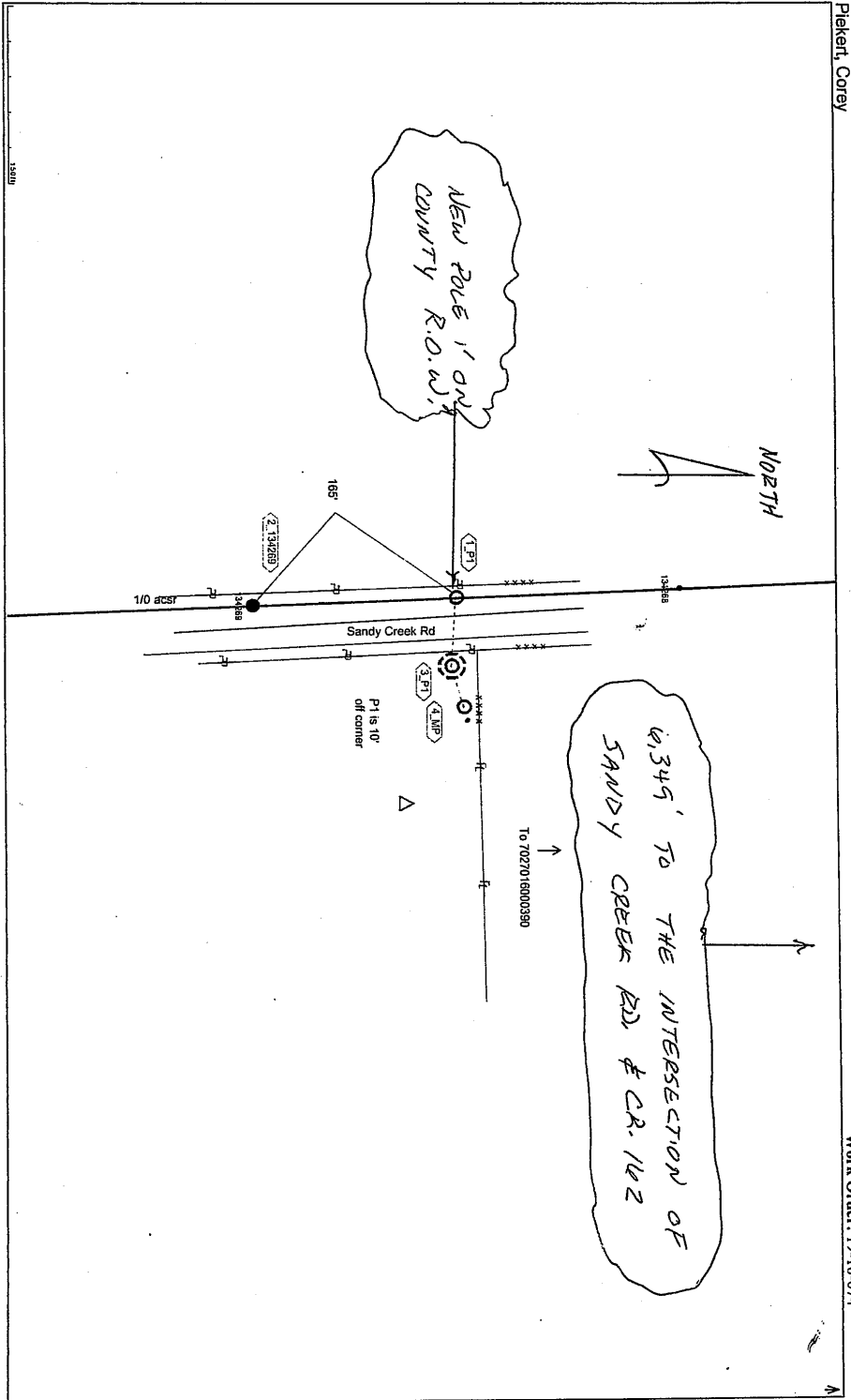
1. Emplacement operations are not permitted during wet weather.
2. All cut brush and debris are to be removed from right-of-way within seven (7) days.
3. Open trenches will be protected during off-duty hours by flasher lights.
4. Temporary construction signs are to be placed on the right-of-way at both ends of project ("Cable Emplacement Ahead").
5. All driveway entrances to be restored to original condition and resurfaced with suitable gravel.

COMMISSIONER'S COURT, COUNTY OF COLORADO

BY: 

JUDGE

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019



Pleker, Corey

Work Order: 19-10-074

October 18, 2019

Pleker, Corey 101119

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

- \_11. Application of Colorado Valley Telephone to install buried copper cable upon and along the right-of-way of County Road 252, Precinct No. 2. (Kubesch)

**Motion by Commissioner Kubesch to approve Application of Colorado Valley Telephone**

**to install buried copper cable upon and along the right-of-way of County Road 252,**

**Precinct No. 2; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried,**

**it was so ordered.**

**(See Attachment)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

OCTOBER 28, 2019

COUNTY ROAD RIGHT-OF-WAY  
APPLICATION, AGREEMENT & PERMIT  
FOR COLORADO COUNTY

Application

Applicant Company: Colorado Valley Telephone  
Contact Person: Brian R Mueller  
Address: 4915 South US Hwy 77  
LaGrange, Texas 78945  
Phone: 979-247-8179 Fax: 979-247-5115

Location of right-of-way for proposed construction/installation/repairs in Precinct 2 :  
On Colorado County ROW of CR 252 approximately 1090 feet South of Intersection of  
FM 1579 and CR 252 and approximately 3,800' North of intersection Muehr Rd and CR 252.

Description of right-of-way work to be performed:  
Install Buried Copper cable by plowing from an existing pedestal along the West edge of ROW  
North approximately 150 feet.

10-23-19  
Date  
Brian R. Mueller  
Signature of Firm Name Representative  
Brian R Mueller  
Printed Name of Firm Name Representative

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

Agreement

In exchange for the issuance of a permit by Colorado County to perform the work described on the Application, Applicant agrees to comply with the following provisions:

1. Applicant shall pay a permit, inspection and document review fee of \$1,000 for the Oil & Gas industry and \$100 for all other types of right-of-way permits and a fee of \$500 for each open cut of a County Road if that procedure is approved by the Precinct Commissioner.
2. Applicant expressly recognizes that the issuance of a permit by Colorado County does not grant any right, claim, title, or easement in or upon the road or its appurtenances. In the future, should Colorado County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of the road or right-of-way, the line, if affected, will be moved, or relocated at the complete expense of Applicant.
3. Colorado County, its employees, agents or assigns will be held harmless for all claims, actions, or damages of every kind and description which may occur to or be suffered by any person or persons, corporation, or property by reason of the performance of any such work, character of material used or manner of installation, maintenance or operation or by improper occupancy of rights-of-way or public place or public structure, and in case any suit or action is brought against Colorado County for damages arising out of or by reason of any of the above causes, Applicant, its successors or assigns, will upon notice to him or them of commencement of such action, defend the same at his or their own expense, and will satisfy any judgment after said suit or action shall have finally been determined if adverse to Colorado County.
4. Colorado County, its employees and agents will, at no time, be held liable for any damage or injury done to the property of Applicant whether in contract or in tort, which may result from improving and/or maintaining its county roads or right-of-ways.
5. The Applicant must provide three copies of drawings or diagrams showing proposed location of the utility, pipeline, communication line, electrical line, or telephone line (hereafter "utility") with respect to right-of-way, type of installation or repair, size, length, material, and size of appurtenances, if any.
6. The construction and maintenance by Applicant shall not interfere with a previously installed utility. When necessary to remove or adjust another utility, a representative of that other utility shall be notified to decide the method and work to be done. Any cost of temporarily or permanently relocating other utilities shall be borne by Applicant.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

7. If Applicant is installing a pipeline across a county road, the pipe shall be encased from right-of-way line to right-of-way line. Vents will be provided at each end where the length of casing is over 150 feet. All vents shall be placed outside county road right-of-way. Readily identifiable and suitable markers shall be placed at the right-of-way line where it is crossed by the pipeline.
8. If Applicant is installing a pipeline along the county road right-of-way it shall be located as close as possible to the right-of-way line as specified by the Precinct Commissioner. Readily identifiable and suitable markers shall be placed along the pipeline every 1,000 feet.
9. Applicant agrees to haul heavy loads or equipment to the work site along routes designated by the Commissioner of the Precinct in which such roads are located and Applicant, further, agrees to reimburse the County for any and all damages to roads and bridges in Colorado County from the movement of said loads or equipment within 30 days of receipt of County's notice of damages.
10. The Applicant shall make every effort to open and close all trenching operations during the daylight hours of one day. Appropriate measures shall be followed in the interest of safety, traffic convenience and access to adjacent property for all trenching operations. It shall be the responsibility of the Applicant to adhere to the section on construction and maintenance as outlined in the Texas Manual of Uniform Traffic Control Devices.
11. All lines, where practicable, shall be located to cross roadbed at an approximate right angle. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.
12. Parallel lines will be installed as near to the right-of-way line as possible, and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Precinct Commissioner.
13. No work shall be performed in the County right-of-way until after a permit has been issued by the County. Each permit will be valid for a period of 180 days. If construction has not been completed within this period, a new permit must be obtained.
14. The Applicant or its Contractor shall have a copy of the executed Application, Agreement and Permit available on the job site during the duration of the work.
15. All lines shall be buried at least forty (40) inches below the lowest point of the roads, ditches, creeks or borrow pits.
16. All open cut excavations of a county road shall be no greater in width than is necessary to adequately install the utility line.



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

17. Operations along roadways shall be performed in such a manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures, or other right-of-way features as a direct result of this installation will be borne by the Utility.
18. Upon completion of the project, all equipment, construction material, surplus materials, trash, broken concrete, lumber, etc. shall be removed from the construction site. The entire construction site shall be graded and cleaned to present the appearance as it was prior to construction or better.
19. For utility lines crossing under a County road or private entrance, Contractor shall be required to drill, core, or bore through the sub-grade at a depth to be determined by the Precinct Commissioner. If, however, such procedure is deemed impractical by reason of rock, utilities, underground construction or terrain, special permission shall be obtained from the Precinct Commissioner before an open road cut will be allowed. If approved, trenching, backfilling, and resurfacing of the cut shall be done in accordance with the procedures outlined in this Agreement. The Applicant shall be responsible for all paving repair for a period of one year after completion.
20. Backfill requirements for all open cut excavation and trenches shall be as follows:
  - i. Areas not subject to or influenced by vehicular traffic- the trench backfill shall be placed in layers not more than ten inches (10") in depth, and shall be compacted by whatever means the Contractor chooses.
  - ii. Areas subject to or influenced by vehicular traffic- the trench backfill shall be mechanically compacted in six-inch (6") lifts to a minimum of ninety percent (90%) modified proctor density.
    1. Dirt Roads- Backfill shall be well tamped in six inch (6") layers to a point nine inches (9") below the surface of the road, after which one-foot (1') of good gravel shall be tamped until level with the existing surface.
    2. Gravel Roads and Streets- Backfill shall be well tamped in six inch (6") layers to a point nine inches (9") below the surface of the road after which one foot (1') of good gravel shall be tamped until level with the existing surface.
    3. Asphalt Roads- Backfill materials shall be selected mineral aggregate and cement in proportions of 27 to 1, properly compacted (tamped to proper density of 90%) to within two inches (2") of road surface. Asphaltic concrete must then be added and tamped or rolled to make a level surface with existing road surface.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

21. The Applicant shall not cut or open more than one-half of the roadway at a time, in order to maintain the flow of traffic at all times. However, in an emergency or with the permission of the Precinct Commissioner, the total width of the roadway may be cut or opened, provided barricades are placed at the first intersection each way from the cut, and suitable detour signs are erected.
22. All of the above work shall be done under the direction of, and be satisfactory to, the Precinct Commissioner. The holder of the permit shall notify the Precinct Commissioner twenty-four (24) hours prior to the time the work will be done, to allow the Precinct Commissioner to be present at the time the work is done. This will in no way relieve the Applicant from its responsibility for maintenance due to failure of the repaired cut.
23. Failure to Comply with Specifications: If an opening or cut in the county right-of-way is not refilled and restored as herein provided, the County will notify the Applicant in writing to refill and restore the opening to the satisfaction of the Precinct Commissioner. If the Applicant fails to comply with the written request within ninety (90) days after receipt of such notice, the County is authorized to disable or remove the utility from the right-of-way and Applicant will pay for any expenses for the refilling and restoration within thirty (30) days after notice of the amount by County. Failure to refill, restore, or pay will authorize the County to collect using the Performance Bond. No further permits shall be issued to such Applicant until these costs have been paid.
24. An opening or cut in a county road that is not refilled and restored within 24 hours following verbal notice to applicant by Precinct Commissioner will be repaired by County and Applicant will be billed for the cost of repairs. Failure to pay this bill will authorize County to collect the bill using the Performance Bond.
25. In the event that the Applicant or its successor(s) abandons the utility, Applicant shall give written notice to the Colorado County Judge, P.O. Box 236, Columbus, TX 78934.
26. If the utility is abandoned or at the expiration of the use of said utility, Applicant will timely remove the utility from the county right of way. In the event said utility is not removed, ownership of the utility will vest in County. It is agreed that "timely removal" of said utility shall be within 120 days after said utility is abandoned or use expires.
27. Applicant must post a performance bond in the amount of \$2,500.00 per mile and \$2500 for each boring under a county road assuring the performance of said work in compliance with the terms of this contract and pay a permit, inspection and document review fee of \$1,000 for the Oil & Gas industry and \$100 for all other types of right-of-way permits to Colorado County.
28. Applicant shall obtain, at Applicant's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

OCTOBER 28, 2019

damage with minimum coverage of \$1,000,000.00 per occurrence in a form satisfactory to the County.

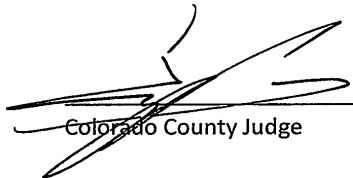
29. Applicant shall comply with and at all times abide by all applicable federal, state and local laws, rules and regulations.
30. This permit only applies to Colorado County right-of ways. Applicant acknowledges that this permit does not grant the right to trespass or damage non-right-of-way property owned by adjoining landowners, and Applicant accepts this permit subject to any and all rights of the adjoining landowners.

10-23-2019  
Date

Brian R Mueller  
Applicant

Approved by Commissioners Court on the 28 day of October, 2019.

10/28/2019  
Date

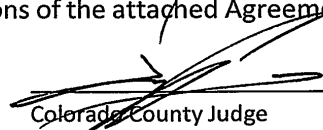
  
Colorado County Judge

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019

Permit

Following approval by Commissioners Court, Colorado County hereby issues this permit for the work described in the attached Application which is to be performed in accordance with the provisions of the attached Agreement.

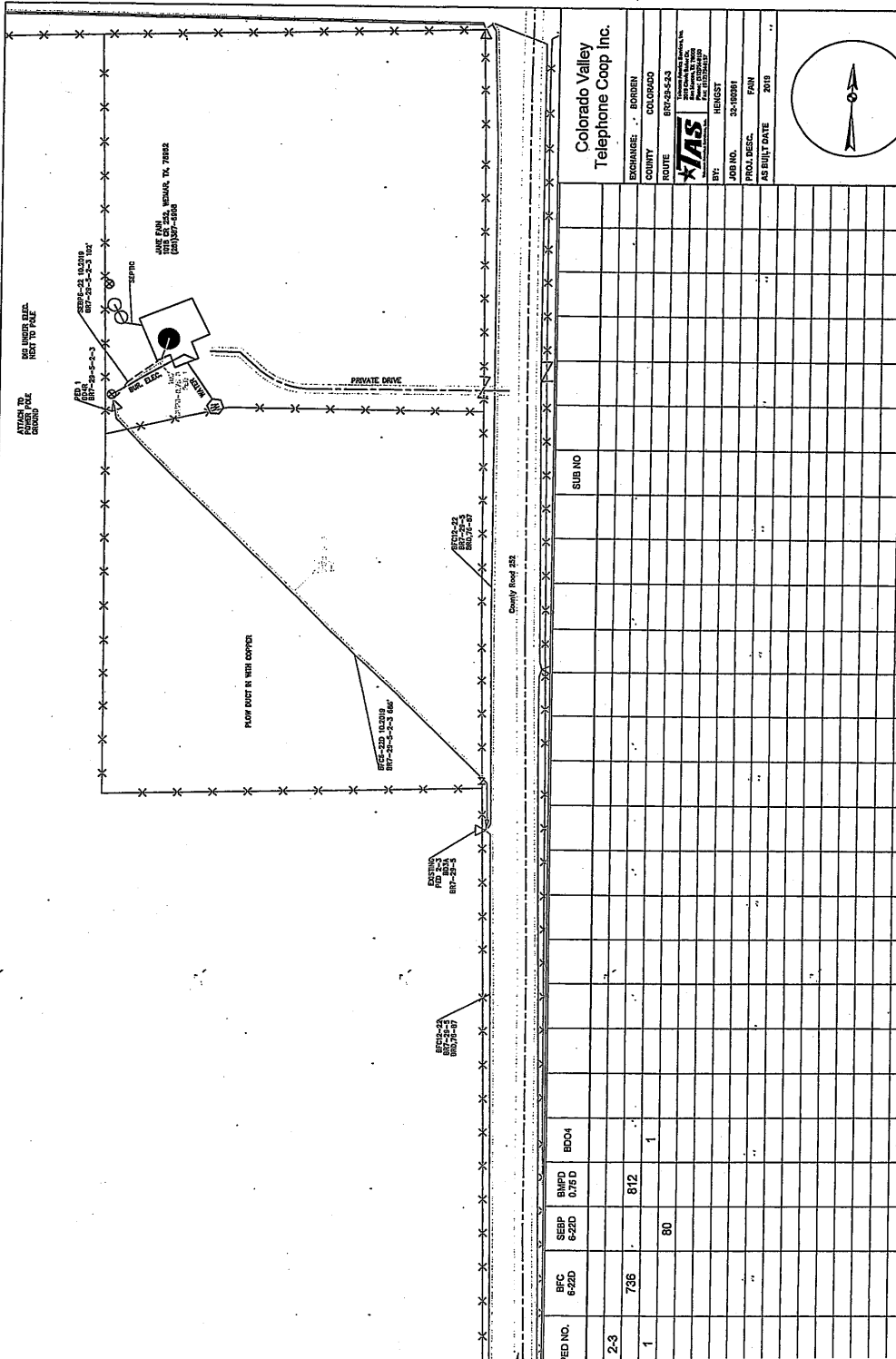
10/28/2019  
Date

  
Colorado County Judge

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

- \_12. Authority to advertise for bids to construct bridge on County Road 248 at Clear Creek, Precinct No. 2. (Kubesch)

**Motion by Commissioner Kubesch to approve the authority to advertise for bids to construct bridge on County Road 248 at Clear Creek, Precinct No. 2; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

**NOTICE TO BIDDERS**

Colorado County invites sealed bids for the furnishing of all materials, equipment, tools, services, labor, and supervision necessary to construct BRIDGE ON COUNTY ROAD 248 @ CLEAR CREEK, Precinct No. 2. Specifications to be obtained from the office of the County Judge, Colorado County Courthouse, 400 Spring Street, Room 107, Columbus, Texas 78934 or the County's website [www.co.colorado.tx.us](http://www.co.colorado.tx.us). Inquiries should be directed to County Commissioner Darrell Kubesch (979/725-8416).

Bids must be received on or before November 14, 2019 at 2:00 p.m. and are irrevocable for 30 days from that time. Bids will be publicly opened and read at 2:30 p.m. on November 14, 2019 at 400 Spring Street, Room 101, Columbus, Texas. Awarding of bid may be made at the Commissioners Court Meeting on November 25, 2019.

Bidder shall include with its bid proof of Workers' Compensation Insurance and General Liability Insurance Coverage in the amount of at least one million dollars (\$1,000,000). Successful bidder will be required to furnish Payment Bond in the full amount of the Contract Sum.

Bidder shall bid using lump sum and unit pricing per specifications. Payment will be made not later than 30 days after receipt of application for payment and proper processing by Commissioners Court. A Bid Bond for 5% of the bid amount is required. The successful bidder will be required to provide acceptable Performance and Payment Bonds as specified.

Colorado County reserves the right to reject any and or all bids or to accept any bid advantageous to the County.

Colorado County is an equal opportunity institution.

By Order of Commissioners Court dated October 28, 2019.

**TO BE PUBLISHED IN THE OCTOBER 30/31 & NOVEMBER 6/7 ISSUES OF THE BANNER PRESS, COLORADO COUNTY CITIZEN & WEIMAR MERCURY.**



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

**COLORADO COUNTY REQUESTS BIDS FOR  
BRIDGE ON  
CR 248@ CLEAR CREEK**

**ISSUED BY: THE COLORADO COUNTY COMMISSIONERS' COURT**

Sealed bids, subject to the Terms and Conditions of this Invitation for Bids, for BRIDGE ON CR 248@ CLEAR CREEK, as described in the attached specifications, will be received in the Office of the County Judge, Colorado County, 400 Spring St, Room 107 Columbus, Texas 78934 until 2:00 p.m. on November 14, 2019. Bids received after the specific time will be returned unopened.

\_\_\_\_\_  
LEGAL NAME OF CONTRACTING COMPANY

\_\_\_\_\_  
FEDERAL I.D.# (Company or Corporation)

\_\_\_\_\_  
SOCIAL SECURITY # (Individual)

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FACSIMILE NUMBER

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPLETE MAILING ADDRESS

\_\_\_\_\_  
CITY & STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
COMPLETE STREET ADDRESS

\_\_\_\_\_  
CITY & STATE

\_\_\_\_\_  
ZIP CODE

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

**A. SCOPE:**

It is the intent of the County of Colorado to contract for only materials, equipment, tools, services, labor and supervision necessary to construct BRIDGE ON CR 248@ CLEAR CREEK as specified herein.

**B. POINT OF CONTACT:**

Point of contact will be Colorado County Commissioner Darrell Kubesch at 979-725-8416.

**C. BID FORM COMPLETION:**

**Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Colorado County Judge one (1) complete bid form. An authorized representative of the bidder must sign the contract sheet.** The contract will be binding only when signed by the County Judge, Colorado County and a purchase order authorizing the item(s) desired has been issued.

**D. COMPLETION TIME AND PAYMENT:**

1. The county shall pay the Contractor in current funds for the Contractor's performance of the contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the County of Colorado.

2. Based upon Applications for Payment submitted to Commissioner Kubesch, the county shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the contract documents.

- a. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- b. Provided an Application for Payment is received by the County Treasurer, payment shall be made by the county within 30 days after the County Treasurer receives the application for payment.
- c. Application for Payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the Application for Payment.
- d. Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:
  1. Take that portion of the contract sum properly allocable to completed work less retainage of ten percent (10%).
  2. Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the complete construction (or, if approved by the county, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).
  3. Subtract the aggregate of previous payments made by the county.
  4. The progress payment amount determined in accordance with Paragraph 2 b., above shall be further modified under the following circumstances:

Add, upon substantial completion of the work, a sum sufficient to increase the total payment

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

**D. COMPLETION TIME AND PAYMENT: (cont'd)**

one hundred percent (100%) of the contract sum, less such amounts as the county's representative shall determine for incomplete work and unsettled claims.

5. Final payment, constituting the entire unpaid balance of the contract sum, shall be made by the county to the Contractor when the contract has been fully performed by the Contractor.

**E. REFERENCES:**

All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients name, contact person and telephone number.

**F. ADDENDA:**

No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Commissioner Darrell Kubesch, 404 S. Eagle, Weimar, TX 78962 979/725-8416.

**G. BID BOND:**

All bidders must submit, **WITH BID**, a cashier's check or certified check for five percent (5%) of the total bid price, payable to the order of the County of Colorado or a Bid Bond in the same amount issued by a surety, acceptable to the County of Colorado, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidders' cashier's check or certified check will be returned only after a written request to do so is received by the Colorado County Auditor.

**H. PERFORMANCE AND PAYMENT BONDS:**

In the event the total accepted bid price exceeds \$25,000 the successful bidder must provide to the Office of the County Auditor, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. COLORADO COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SURETY COMPANY PROPOSED BY THE BIDDER. IN THE EVENT COLORADO COUNTY REJECTS THE PROPOSED SURETY COMPANY, THE BIDDER WILL BE AFFORDED FIVE (5) ADDITIONAL DAYS TO SUBMIT THE REQUIRED BONDS ISSUED BY A SURETY COMPANY ACCEPTABLE TO COLORADO COUNTY.

**I. POWER OF ATTORNEY:**

An Attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

**J. INSURANCE:**

1. All bidders must submit, **WITH BID**, a certificate of insurance indication coverage in the amounts stated below. In lieu of submitting a certificate of insurance, bidders may submit, **WITH BID**, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to the county, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the Contractor named therein, if successful, upon award of this contract.

2. The successful bidder shall obtain at its sole expense, and shall submit to the office of the County Auditor, certificates of insurance satisfactory to the county, naming the county, the Contractor and its employees as insured.

a. Workers Compensation: See Worker's Compensation Insurance Coverage Statement at Enclosure#4.

b. Employer's Liability: \$500,000

c. General liability including:

1. Premises/Operations
2. Products/Completed Operation
3. Contractual
4. Owner's Protective
5. Personal Injury/Advertising Liability
6. Mobile Equipment

General liability limits shall be equal to or greater than:

1. \$100,000 Bodily Injury per person. 300,000 Bodily Injury per occurrence.

\$100,000 Property Damage per occurrence; or,

2. \$500,000 Bodily Injury and Property Damage combined, two limit.

Specify annual aggregate, if any. The minimum available annual aggregate for the purposes of this Agreement shall be \$1,000,000. Claims-made policies shall not be acceptable. All policies shall be occurrence basis.

d. Automobile Liability:

All owned, non-owned or hired vehicles must be covered. Liability limits shall be greater than or equal to:

1. \$100,000 Bodily Injury per person. \$300,000 Bodily Injury per occurrence.

\$100,000 Property Damage per occurrence; or,

2. \$500,000 Bodily Injury and Property Damage combined, two limit.

e. Excess Liability Coverage shall be greater than or equal to \$1,000,000 combined, two limit. Specify aggregate, if any.

3. Contractor shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by the county.

4. No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to the county.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

5. Approval of the insurance by the county shall not relieve or decrease the liability of the Contractor.

**K. INDEMNIFICATION:**

Contractor agrees to indemnify, defend and hold the county harmless from each and every claim, demand, suit, action, proceeding, lien or judgment caused by or arising out of, directly or indirectly, or in connection with the acts and omissions of Contractor pursuant to this Agreement.

1. Contractor shall timely report all such matters to the county and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month, provide the county with a written report on each such matter covered by this paragraph and by paragraph 2 below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the county required by Contractor in the defense of each matter.
2. The county shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, the county shall fully cooperate with Contractor in its defense of each such matter.
3. Contractor's duty to defend, indemnify and hold the county harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed by the county in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.
4. In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter. In such event, the county shall promptly reimburse Contractor for its costs of defense.
5. In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by the county, the county shall have the obligation to participate in the defense of the matter through separate counsel.
6. Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to the county or and shall not involve or require any payments or contributions by the county.
7. In the event of any final judicial determination or award of any matter covered by this section the county shall be responsible to third parties, pro rata, for any negligence determined to have been caused by the county.
8. Contractor's indemnification shall cover, and Contractor agrees to indemnify the county, in the manner provided for and to the extent described above, in the event the county is found to have been negligent for having selected Contractor to perform the work described in this Agreement.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

**K. INDEMNIFICATION: (cont'd)**

9. The provision by Contractor of insurance shall not limit the liability of Contractor under this Agreement.

10. Contractor shall cause all Trade Contractors and any other Contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify the county and to hold it harmless from all claims for bodily injury and property damage that arise from said Contractor's operations. Such provisions shall be in form satisfactory to the county.

11. Loss Deduction Clause--The county shall be exempt from, and in no way liable, for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or Trade Contractor providing such insurance.

**L. PREVAILING WAGES:**

Prevailing wage requirements of Art. 5159a Vernon's Texas Civil Statutes apply.

**M. PERMITS:**

It shall be the sole responsibility of the successful bidder to obtain all required permits.

**N. CONTRACTOR'S RESPONSIBILITY FOR WORK:**

1. The Contractor shall supervise and direct the work and shall be solely responsible for all construction methods, techniques, procedures and coordination of the work under this contract.

2. The Contractor shall employ a competent Superintendent who shall be in attendance at the Project Site during the progress of the work. The Superintendent shall be satisfactory to the county and shall not be changed except with the approval of the county.

3. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions in connection with the work. He shall obtain approval for the location of the equipment, supplies and construction access during the work.

4. The Contractor shall take all reasonable precautions necessary for the safety of, and protective procedures to prevent damage, injury or loss to:

- a. All employees of the work and all other persons who may be affected thereby.
- b. All the work and all materials to be incorporated therein, whether all storage on or off the site.
- c. All property at the sites and adjacent thereto including trees, shrubs, lawn walks, pavements, roadways, structured and utilities not designated for removal, relocation or replacement in the course of construction.

5. Materials and Workmanship: All work shall be executed in accordance with the contract documents, complete in all parts and in accordance with approved practices and customs, and of the best finish and workmanship. Unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

**N. CONTRACTOR'S RESPONSIBILITY FOR WORK: (cont'd)**

6. Test specimens of the various materials may be requested by the county at any time. The test specimens shall be furnished by the Contractor and test will be made by the county at the expense of the county.
7. All manufacturer products certifications required by the specifications shall be numbered consecutively, dated and submitted to the county as required.
8. Removal of Defective Work: If any materials provided under this Contract are condemned as not conforming with the requirements of the contract documents by Commissioner Reynolds, the Contractor shall, within a reasonable time after having received notice from the County Judge to that effect, proceed to remove from the project site all condemned materials, whether worked or not worked and to take down all portions of the work which have been condemned as unsound or improper or is in any way failing to conform to the specifications and Contractor shall make good all work damaged or destroyed thereby, including all adjacent work damaged thereby.
9. Cleaning: As directed by the county, the Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the work under this contract. Upon completion of the work, the Contractor shall have the premises in a neat and clean condition.
10. The Contractor shall take particular notice of the following provisions: All employees shall wear hard hats at all times while on the construction project.
11. The county expressly disavows any responsibility for the safety of the Contractor's employees, agents, officers, subcontractors, licensees and guests.

**O. TERMINATION:**

1. The county may terminate the contract if the Contractor:
  - a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
  - b. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.
  - c. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
  - d. Otherwise is guilty of substantial breach of a provision of the contract documents.
2. When any of the above reasons exists, the county may, without prejudice to any other rights or remedies of the county and after giving the Contractor and the Contractor's surety, if any, seven days' written notice terminate employment of the Contractor and may, subject to any prior rights of the surety:
  - a. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.
  - b. Finish the work by whatever reasonable method the county may deem expedient.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

**O. TERMINATION (cont'd):**

3. When the county terminates the contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the work is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

**P. SUSPENSION BY THE OWNER FOR CONVENIENCE:**

1. The county may, without cause, order the Contractor in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the county may determine.
2. An adjustment shall be made for increase in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent.
  - a. That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.
  - b. That an equitable adjustment is made or denied under another provision of this contract.
3. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

**Q. TAX EXEMPT:**

Texas Sales and Use Taxes: The County of Colorado is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes, and as such, the county hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this agreement. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these items at cost.

**R. ENCLOSURES:**

The following being incorporated herein by reference for all purposes as though fully set forth herein word for word.

1. Enclosure #1--General Requirements.
2. Enclosure #2--Purchase Order Terms and Conditions.
3. Enclosure #3--Worker's Compensation Insurance Coverage.
4. Enclosure #4--Technical Specifications and Drawings.

**TOTAL BID PRICE TO ACCOMPLISH PROJECT ON BRIDGE ON CR 248@ CLEAR CREEK:**

LABOR:	\$ _____
MATERIALS:	\$ _____
TOTAL BID:	\$ _____



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

All work required in this invitation for bids will be completed within \_\_\_\_\_ calendar days after issuance of a purchase order by the County of Colorado.

**CONTRACT SHEET**

**THE STATE OF TEXAS  
COUNTY OF COLORADO**

This memorandum of agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between the County of Colorado in the State of Texas (hereinafter designated County), acting herein by the County Judge, Ty Prause, by virtue of an order of Colorado County Commissioners' Court, and \_\_\_\_\_ (company name) (hereinafter designated Contractor).

**WITNESSETH:**

The Contractor and the county agree that the bid and specifications for a roadway bridge which are hereto attached and made a part hereof, together with this instrument shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the county agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Columbus, Texas this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Colorado County, Texas

By: \_\_\_\_\_  
County Judge

By: \_\_\_\_\_  
Contractor

Purchase Order No. \_\_\_\_\_

Contract is not valid until this certificate is signed and purchase order issued.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

**GENERAL REQUIREMENTS**

**VENDOR INSTRUCTIONS:**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the SCOPE, SPECIAL REQUIREMENTS, SPECIFICATIONS, SPECIAL SPECIFICATIONS OR OTHER DATA CONTAINED HEREIN.

**GOVERNING LAW**

Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that the County of Colorado may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

**BID FORM COMPLETION**

Fill out, SIGN, and return to the Colorado County Judge ONE (1) complete bid form. An authorized representative of the bidder must sign the contract sheet. The contract will be binding only when signed by the County Judge, Colorado County and a purchase order authorizing the item(s) desired has been issued.

**BID RETURNS**

Bidders must return all completed bids to the Colorado County Judge no later than 2:00 p.m. on the date specified, clearly marked "Bridge, CR 248@ CLEAR CREEK". Late bids will not be accepted. Bids must be submitted in a sealed envelope, so contents are not visible, addressed as follows:

**COMMISSIONERS COURT OF COLORADO COUNTY  
Attn: Ty Prause, Colorado County Judge  
400 Spring St. Rm 107  
Columbus, Texas 78934**

**GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the County of Colorado's interpretation shall govern.

**ADDENDUMS**

When specifications are revised, the Colorado County Judge will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

**HOLD HARMLESS AGREEMENT**

Contractor shall indemnify and hold the County of Colorado harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain with respect to the subject matter of this bid, 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 bid. Certification of such coverage must be provided to the county upon request.

**WAIVER OF SUBROGATION**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County of Colorado as an indirect party to any suit arising out of personal or property damages resulting from bidders' performance under this agreement.

ENCLOSURE #1 (NOV 96)

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

**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.

**BONDS**

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check will not be accepted.

**TAXES**

The County of Colorado is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The County of Colorado claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Colorado County Treasurer.

**FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to the County of Colorado. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

**PRICING**

Pricing for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

**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. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

**SUPPLEMENTAL MATERIALS**

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts, which may affect the evaluation, and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

**MATERIAL SAFETY DATA SHEETS**

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County AND using departments, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the County of Colorado. Failure of the bidder to maintain such a file, will be cause to reject any bid applying thereto.

ENCLOSURE #2 (NOV 96)

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

**NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the County of Colorado to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. The County of Colorado shall act as sole judge in determining equality and acceptability of products offered.

**EVALUATION**

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the county. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Colorado County Auditor and are presented to the Colorado County Commissioners' Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is **NOT** the only criteria for making a recommendation. The County of Colorado reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

**INSPECTIONS**

The County of Colorado reserves the right to inspect any item(s) or service location for compliance with specifications, requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the county can reject the bid as inadequate.

**TESTING**

The County of Colorado reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

**DISQUALIFICATION OF BIDDER**

Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to the County of Colorado certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engages in such line of business. Any or all bids may be rejected if the county believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids are withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn, however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

**AWARDS**

The County of Colorado reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners' Court and present evidence concerning his responsibility.

**ASSIGNMENT**

The successful vendor may not assign, sell or otherwise transfer this contract without written permission of the Colorado County Commissioners' Court.

**TERM CONTRACTS**

If the contract is intended to cover a specific time period, said time will be given in the specifications under SCOPE.  
ENCLOSURE #1 (NOV 96)

**MAINTENANCE**

Maintenance required for equipment bid should be available in the County of Colorado by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If the County of Colorado opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

**CONTRACT OBLIGATION**

Colorado County Commissioners' Court must award the contract and the County Judge must sign the contract before it becomes binding on the County of Colorado or the bidders. Department heads are NOT authorized to sign agreements for the County of Colorado. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

**IRREVOCABLE STATEMENT**

All submitted bids shall be irrevocable for a period of 30 days.

**CONTRACT EXTENSIONS**

Extensions may be made ONLY by written agreement between the County of Colorado and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

**TERMINATION**

The County of Colorado reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder of if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to

and not in lieu of any other remedies which the County of Colorado 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 the County of Colorado's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

**RECYCLED MATERIALS**

The County of Colorado encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. The County of Colorado will be the sole judge in determining product preference application.

ENCLOSURE #1 (NOV 96)

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

**GENERAL SPECIFICATIONS**

**PROJECT ON  
BRIDGE ON CR 248@ CLEAR CREEK  
INCLUDING**

**CONSTRUCTION AND ERECTION SPECIFICATIONS**

**FOR**

**COLORADO COUNTY COMMISSIONERS COURT  
DARRELL KUBESCH PRECINCT #2**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

**BRIDGE ON CR 248@ CLEAR CREEK**

**I. GENERAL CONSIDERATIONS**

**A. DEFINITIONS:**

Whenever used in the specifications or on the drawings, the following meaning shall be given the terms herein defined.

1. "Owner"- County of Colorado, Texas
2. "General Contractor"
3. "Plans"- Design, construction plans and specifications, prepared and furnished by Paul Malek, M.B.C. Management.

**B. WORKMANSHIP AND MATERIALS:**

1. Contractor shall do this work in accordance with the drawings and specifications and in the best and most workmanlike manner by qualified, careful and efficient workers, in strict conformity with the best accepted practices of each craft concerned, and at all times workmanship shall be subject to inspection and approval of the Owner.
2. All material used shall be of top quality and meet with the specified strengths, subject to the inspection and approval of the Owner.
3. Application for minor changes for improving architectural treatment or utilization of available materials shall be made to the Owner.
4. Structural steel connections shall be full strength welded joints and welding shall be done in accordance with American Welding Society requirements, except where shown otherwise or specified otherwise by the Owner.

**C. DRAWINGS AND SPECIFICATIONS:**

1. If a conflict occurs between information on the drawings and information in the specifications, the drawings shall apply unless it is clearly indicated otherwise.
2. Any work called for on the drawings, and not mentioned in the specifications, or vice versa, shall be furnished as though fully set forth in both.
3. Work not particularly detailed, marked or specified shall be the same as similar parts that are detailed, marked or specified.
4. Should an error appear on the drawings or in the specifications, or in the work done by others affecting this work, the Contractor shall notify the Owner at once and proceed according to the Owner's instructions. If the Contractor proceeds with work affected without, or contrary to, the Owner's instructions, he shall (at the Owner's discretion) repair, replace, or make adequate restitution for any resulting damage or defects. This includes typographical errors in the specifications, and notational errors on the drawings where doubtful of interpretation.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

**D. USE OF PREMISES:**

1. The Contractor shall confine his apparatus, storage of materials and construction operations to the limits of the right of way. Any other construction easement or storage easement must be obtained by Contractor.
2. The Contractor shall not load or permit any part of the structure to be loaded to such an extent as to endanger its safety.
3. The Contractor shall enforce any instructions of the Owner regarding signs, advertising, fires, danger signals, and barricades.

**II. LAYOUT**

The owner shall employ competent personnel to lay out all center lines and to set whatever stakes, batter boards and bench marks which in the opinion of the Judge are necessary. The Commissioner may require the Contractor to check all measurements and levels as often as he deems advisable. Before starting the work, the Owner shall verify all lines and levels given on the drawings, and if any discrepancies appear they shall be reported to the Owner at once. The Contractor shall be held responsible for the maintenance of all levels, lines and grades involved in his work.

**III. DESIGN AND LOADING CONSIDERATIONS**

**A. DIMENSIONS:**

1. The bridge deck shall be 55 feet long.
2. The bridge shall have two lane and 28 feet of clearance between rails.

**B. LOADING:**

1. Design load bearing capacity of soil under footings is taken from information shown on the soil test reports furnished by Owner to the Contractor, or by field tests made on foundation excavation by the Contractor.
2. The load carrying capacity shall include the following:
  - a. Dead load weight of the bridge.
  - b. Forces impose laterally by wind and other natural elements.
  - c. Impact considerations.
  - d. Live load imposed by vehicular traffic (to match HS20 Highway loading).
  - e. Provisions to suit temperature changes.

**IV. MISCELLANEOUS**

**A. SANDBLASTING-** Where existing steel shapes are used, sandblast metal to SSPC-SP 10, near white metal, using #4 sand. Remove all visible oil, grease, dirt, dust, milscale, rust, paint, oxides, corrosion products, and other foreign matter. Primer coat shall be applied the same day the sandblasting is done.



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

- B. PAINTING- Exposed metal surfaces shall be painted with Inorganic Zinc Primer, Sherwin Williams Zinc Clad 1 (or equal) in accordance with directions and supervision of the Commissioner.
- C. EXISTING BRIDGE- Contractor shall dismantle existing bridge and stack old bridge materials on side of bridge approach. County shall be responsible for disposal of old bridge materials.
- D. EXCAVATION- Contractor to provide all excavation necessary to install new bridge. Excavated material not used for backfill shall be removed from site by county.
- E. BACKFILL- If extra backfill is necessary, county shall provide suitable backfill material.
- F. CREEK CHANNEL- Contractor will excavate channel of creek at bridge area only. If rip rap is necessary in channel, county shall provide and install rip rap.

**END OF SECTION**

**SECTION 01005- SUMMARY OF WORK**

Descriptive Summary of the Work: Removal of existing bridge and construction of new bridge.

Identification: BRIDGE ON CR 248@ CLEAR CREEK BRIDGE

Contract Documents: Requirements of the work are contained in the contract documents, and include cross-references herein to published information, which is not necessarily bound therewith.

Listing, Acceptance, Requirements: Refer to the individual work sections of specifications and other contract documents for requirements of work to be performed as "Alternates". Refer to Contract for indication of which Alternates (as listed in Instructions to Bidders) have been accepted or will be considered for acceptance during construction. Accepted Alternates are in full force and effect, as though included originally in base bid. Each must be completely integrated and coordinated with surrounding work.

Cutting and Patching:

Structural Work: Do not cut-and-patch structural work in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio. Submit proposal and request and obtain Owner's approval before proceeding with cut-and-patch of structural work.

Operational/Safety Limitations: Do not cut-and-patch operational elements and safety components in a manner resulting in decreased performance, shortened useful life, or increased maintenance. Submit proposals and requests and obtain Owner's approvals before proceeding with cut-and-patch of structural work.

Visual/Quality Limitations: Do not cut-and-patch work exposed to view (exterior and interior) in a manner resulting in noticeable reduction of visual qualities and similar qualities, as judged by Owner.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

Limitation of Approvals: Owner's approval to proceed with cutting and patching does not waive right to later require removal/replacement of work found to be cut-and-patched in an unsatisfactory manner, as judged by Owner.

**END OF SECTION**

SECTION 01205- PROCEDURES AND CONTROLS

Administration and supervision:

Coordination: Coordinate various elements of the work and entities engaged to perform work; and coordinate the work with existing facilities/conditions, and with work by separate contractors (if any) and by Owner.

Surveying/Recording:

General: Working from established lines and levels at or near project site, establish and maintain dependable markers for lines and levels of the work, including markers for each story of construction. Calculate dimensions and measure for layout of work; do not scale the drawings. Maintain surveyor's log of layout work. Record deviations (if any) from drawing information on existing conditions, and review with owner at time of discovery.

Inspections and Testing:

General: Provide required inspection and testing services specified to be by independent agencies, where not indicated specifically as Owner's responsibility (this provision supplements General Conditions). Neither inspection-and-test results nor failure thereof to disclose deficiencies relieves Contractor of responsibility to comply with requirements of contract documents. Provide services to inspection and testing agencies (Owner's and Contractor's), including taking and delivery of samples, patching work and similar assistance. Require engaged agencies to perform indicated testing and submit reports promptly; and to report significant observations having an important bearing on the work, to the Owner by the most expeditious means possible.

Preparation for Installation:

Pre-Installation Conference: Prior to starting installation of each major component of the work, hold a pre-installation conference, attended by each entity involved or affected by planned installation.

Review significant aspects of requirements for the work. Record discussion and distribute as plan of action. Pre-installation conferences are specifically required for (but not limited to) the following installations:

Foundation work in completed excavations.

Anchor work securely in place, properly located by measured line and level, organized for best possible uniformity, visual effect, operational efficiency, durability, and similar benefit to Owner's use. Isolate non-compatible materials from contact, sufficiently to prevent deterioration.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006  
Cleaning and Protection:

General: Clean each element of work at time of installation. Provide sufficient maintenance and protection during construction to ensure freedom from damage and deterioration at time of substantial completion.

**END OF SECTION**

SECTION 01505- TEMPORARY FACILITIES

General Definitions:

Refer to General Conditions for basic commitments to provide temporary facilities. This section specifies certain minimum temporary facilities to be provided, regardless of methods and means selected for performance of the work, but not by the way of limitation and not assured for compliance with governing regulations. Use of alternate temporary facilities is Contractor's option, subject to Owner's acceptance. Temporary facilities are defined to exclude tools and construction machines, testing, demolition, alterations, soil borings, mock-ups and similar items.

Costs: Except as otherwise indicated, costs associated with temporary facilities are Contractor's (in Contract Sum), including power/fuel/water usage until time of substantial completion for each major area of project. Temporary facilities remain property of Contractor.

Temporary Support Facilities:

General: Provide facilities and services as may be needed to properly support primary construction process and meet governing regulations. Do not use permanent facilities except as otherwise indicated, and except after time of substantial completion.

Toilets: Where permitted by governing regulations, provide single-occupant, self-contained units; glass fiber reinforced polyester enclosure; equipped with both urinal and stool fixtures. Supply units with tissue and, where not located near separate wash facilities, supply with wet-type hand towels and wash containers. Locate units so that personnel with travel no more than 300'.

Security and Protection:

General: Provide facilities and services as necessary to effectively protect from losses and persons from injury during the course of construction.

Barricades: County will provide and maintain barricades at hazardous locations; complete with signs, general lighting, warning lights and similar devices where appropriate or required by regulations.

Environmental Protection: Review exposure to possible environmental problems, with Owner. Establish procedures and discipline among tradesmen and provide needed facilities which will protect against environmental problems (pollution of air, water and soil, excessive noise, and similar problems).

**END OF SECTION**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

**SECTION 01705- PROJECT CLOSEOUT**

**General Definitions:**

The provisions of this section apply primarily to closeout of actual physical work, not to administrative matters such as final payment and changeover of insurances. Closeout requirements relate to both final completion and substantial completion of work, and apply to individual portions of completed work as well as the total work. Specific requirements in other sections have precedence over general requirements of this section.

**Procedures at Substantial Completion:**

**Prerequisites:** Comply with General Conditions and complete the following before requesting Owner's inspection of the work, or designated portion thereof, for substantial completion:

Complete final cleaning, and remove temporary facilities and tools.

**Inspection Procedures:** Upon receipt of Contractor's request, Owner will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Owner will either prepare certificate of substantial completion or advise Contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "punch-list" for final acceptance.

**Procedures at Final Acceptance:**

**Re-inspection Procedure:** Upon receipt of Contractor's notice that work has been completed, including punch-list items resulting from earlier inspections and accepting incomplete items delayed because of acceptable

circumstances. Owner will re-inspect work. Upon completion of re-inspection, Owner will either recommend final acceptance and final payment, or advise Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, procedure will be repeated.

**Record Documentation:**

**Record Drawings:** Maintain a complete set of blue/black-line prints of contract drawings and shop drawings for record mark-up purposes throughout the Contract Time. Mark-up drawings during course of the work to show changes and actual installation conditions, sufficient to form a complete record for Owner's purposes. Give particular attention to work, which may require servicing or replacement during life of project. Require entities marking prints to sign and date each mark-up. Bind prints into manageable sets, with durable paper covers, appropriately labeled.

**Final Cleaning:** At closeout time, clean or re-clean entire work to normal level for "first class" maintenance/cleaning of building projects of a similar nature. Remove non-permanent protection and labels,

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

touch-up minor finish damage, remove debris and broom-clean non-occupied spaces, sweep and wash paved areas, police yards and grounds, and perform similar cleanup operations needed to produce a "clean" condition as judged by Owner.

**END OF SECTION**

**SECTION 022110- SITE CLEARING**

**Protections:** Provide temporary fences, barricades, coverings, or other protections to preserve existing items indicated to remain and to prevent injury or damage to persons or property. Apply protections to adjacent properties as required.

Restore damage work to condition existing prior to start of work, unless otherwise directed.

**Do not interfere** with normal traffic on roads, streets, walks, and other adjacent occupied or used facilities. Provide alternate routes around closed or obstructed traffic ways as required by governing regulations.

**Demolition:** Includes complete wrecking of structures and removal and disposal of demolished materials from site. Comply with applicable codes and ordinances of authorities having jurisdiction concerning demolition operations.

**Salvable items** may be removed after demolition work starts; storage or sale on site of removed items will not be permitted.

**Control air pollution** caused by dust and dirt; comply with governing regulations.

**Fill below-grade areas** and void resulting from demolition operations. Use satisfactory soil materials, placed in 6" deep horizontal layers with each layer thoroughly compacted.

**Grade** ground surface to conform to required contours and to provide surface drainage.

**Dispose** of removed and demolished items, including trash and debris, off Owner's property.

**Burning** of waste materials on site is not permitted.

**END OF SECTION**

**SECTION 02151- SHORING AND BRACING**

**Extent** of shoring and bracing work is the responsibility of the General Contractor and shall comply with OSHA.

**Supervision:** Assign supervision of shoring and bracing work to a qualified foundation consultant.

**Regulations:** Comply with local codes and ordinances of governing authorities having jurisdiction.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

Job Conditions: Before starting work, check and verify governing dimensions and elevations. Survey conditions of adjoining properties; take photographs, record existing settlement or cracking of structures, pavements, and other improvements. Prepare list of such damages, verified by dated photographs, and signed by Contractor and others conducting investigation.

Survey adjacent structures and improvements; establishing exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations. Locate datum level used to establish benchmark elevations sufficiently distant so as not to be affected by movement resulting from excavation operations.

During excavation; re-survey benchmarks weekly. Maintain accurate log of surveyed elevations for comparison with original elevations. Promptly notify Owner if changes in elevations for comparison with original elevations sufficiently distant so as not to be affected by movement resulting from excavation operations.

Materials: Provide suitable shoring and bracing materials, which will support loads imposed. Materials need not be new, but should be in serviceable condition.

Shoring: Protect site from caving and unacceptable soil movement. Where shoring is required, locate system to clear permanent construction and to permit forming and finishing of concrete surfaces. Provide shoring system adequately anchored and braced to resist earth and hydrostatic pressures.

Shoring systems retaining earth on which support of stability of existing structures is dependent must be left in place at completion of work. If wood is part of shoring system near existing structures, use pressure preserved treated material or remove before placement of backfill.

Bracing: Locate bracing to clear columns, floor framing construction, and other permanent work. If necessary to move a brace, install new bracing prior to removal of original brace. Do not place bracing where it will be cast into or included in permanent concrete work, except as otherwise acceptable to Owner. Install internal bracing, if required, to prevent spreading or distortion to braced frames. Maintain bracing until structural elements are replaced by other bracing or until permanent floor construction is able to withstand lateral earth and hydrostatic pressures. Remove sheeting, shoring and bracing in stages to avoid disturbance to underlying soils and damage to structures, pavements, facilities, and utilities.

**END OF SECTION**

**SECTION 02200- EARTHWORK**

Existing Utilities: Locate by hand excavation and provide protection from drainage. Cooperate with Owner and utility companies for maintaining services. Do not break utility connections without providing temporary services.

Repair damages to existing utilities as directed by utility company.

Protections: Protect structures, utilities, sidewalks, pavements, and other facilities in area of work. Barricade

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

open excavations and provide warning lights. Comply with regulations of authorities having jurisdiction.

Provide bracing and shoring as required in excavations, to maintain sides and to protect adjacent structures from settlement, complying with local codes and regulations. Maintain until excavations are back-filled.

Sub-base Fill Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, or crushed slag free of vegetation, debris, or other objectionable materials.

Excavation: Remove and dispose of material encountered to obtain required sub-grade elevations, including pavement, obstructions visible on ground surface, underground structures and utilities indicated to be removed.

Rock excavation (boulders over ½ cu. Yd., solid rock in ledges, and rock-hard cementitious aggregate deposits), if encountered, will be paid for in accordance with contract conditions relative to changes in work.

Unauthorized excavation (removal of materials beyond indicated sub-grade elevations) may be filled with lean concrete, or corrected by extending indicated bottom elevation of footing to lower elevation, as acceptable to Owner.

Stockpile excavated materials where directed, until required for backfill and fill.

Excavate for structure to elevations and dimensions shown, extending excavation a sufficient distance to permit placing and removal of other work and for inspection. Trim bottom to required lines and grades to provide solid base to receive concrete.

If unsatisfactory soil materials are encountered at design elevations, continue excavation as directed by Owner. If conditions are not a result of Contractor's negligence, additional excavation will be measured as directed by Owner and paid for in accordance with contract conditions relative to changes in work.

Backfill and Fill: Place and compact acceptable soil material in layers to required elevations. Use soil material free of clay, rock or gravel larger than 2" in any dimension, debris, vegetable matter, waste, and frozen materials.

Backfill excavations: As promptly as work permits.

Prepare ground surface to receive fill by removing vegetation, debris, unsatisfactory soil materials and obstructions. Scarify as required so that fill material will bond with existing surface.

Place backfill and fill materials in layers not more than 8" in loose depth; compacting each layer to the required maximum density. Do not place materials on surfaces that are muddy, frozen, or contain ice or frost.

Compaction: Compact each layer or backfill and fill soil materials and the top 12" of sub-grade for structures, slabs, and pavements to 90% maximum density of cohesive soils and 95% for cohesionless soils. At lawns or unpaved areas: 85% maximum density for cohesive soils and 90% for cohesion less soils.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

Pavement Sub-base Course: Place sub-base material in layers of indicated thickness, over sub-grade surface to support walks and pavement. Place single layer for course 6" thick or less and equal layers for courses more than 6" thick. Compact each lift.

Grading: Grade areas indicated, including adjacent transition areas, with uniform levels or slopes between finish elevations. Shape surface of areas to within 0.10' above or below required sub-grade elevation, compacted as required.

Maintenance: Repair and re-establish grades in settled, eroded, rutted, or otherwise damaged areas. In damaged compacted areas, scarify surface, re-shape, and compact to required density prior to further construction.

Disposal: Transport acceptable excess excavated material to designated soil storage areas on site, stockpile or spread as directed. Remove and dispose of unacceptable excavated material, trash, and debris from site.

Disposal: Remove excess excavated material, trash, debris, and waste material from site.

**END OF SECTION**

**SECTION 022360- DRIVEN PILES**

Welder Qualifications: Qualify welders, welding processes and procedures in accordance with AWS "Structural Welding Code".

Driving Records: Submit copies of driving record of each pile not later than 2 days after driving. Include project name and number, name of Contractor, pile location and number, computed pile capacity, type and size of hammer used, type of pile driving cap used, rate of operation of pile driving equipment, pile dimensions, elevation of point, elevation of butt before and after cut-off, ground elevation, continuous record of number of blows for each foot of penetration, pile deviation, pile uplift and reaction, and any unusual occurrences during pile driving.

Protection: Protect structures, underground utilities and other construction from damage caused by pile driving operations. Pre-excavate for piles if required.

Steel H-Section Piles:

Steel: Hot-rolled carbon steel structural shapes and plates, complying with ASTM A 36.

Provide pile point reinforcement of same basic steel as pile sections. Weld web reinforcement plates with a continuous fillet weld on top and bottom edge only; weld flange reinforcement plates, angles or shapes with a continuous fillet weld on edges; unless otherwise indicated.

Driving Piles:



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

General: Continuously drive piles at locations indicated, to require point elevation and driving resistance established by driving and loading of test piles.

Carefully maintain center of gravity for each group or cluster of piles to conform to locations shown on drawings.

Carefully plumb leads and pile before driving. Take care during driving to prevent and to correct any tendency of piles to twist or rotate.

Driving Tolerances: Drive piles within following maximum tolerances:

Location: 6" from location indicated for center of gravity of each single pile or pile groups; 1" for piles under walls.

Plumbness: Maintain 1" in 10'-0" from vertical, or a maximum of 4", measured when the pile is above ground, in leads.

Batter Angle: Maximum 1" in 10'-0" from required angle; measured when pile is above ground, in leads.

Damaged or Misdriven Piles: Damaged piles and piles driven outside required driving tolerances will not be accepted. Withdraw piles rejected after driving, and replace with new piles. Piles rejected after driving may be abandoned and cut-off, and additional piles driven to replace rejected units at designated locations.

Cutting-off: Cut-off tops of driven piles, square with pile axis and at elevations indicated. Dispose of excess materials off site. Re-coat cut-off tops of piles which have a protective coating. Use materials and methods to conform with exiting coating.

Hammer shall weigh between 2000 and 5000 pounds. The minimum hammer energy, in foot-pounds, shall be 250 times the design load in tons. The drop shall be regulated to avoid injury to the piling, but in no case, shall the drop be greater than 10 feet. Ten ton loading minimum required.

Bearing Evaluation: Unless otherwise shown on the plans, the dynamic bearing resistance of piling shall be determined by the following formula:

Gravity Hammers

1. 
$$P = \frac{2WH}{S+1.0}$$

2. When energy delivered (@ X H) by gravity hammer is 24,000 foot-pounds or greater, and the penetration does not exceed ½ inch per blow for the last 40 blows delivered (without increasing), determine bearing resistance by:

$$\frac{P+2WH}{3S}$$

Where,

P=Dynamic resistance in pounds,

S=Average penetration in inches, per blow, for the last 20 blows,

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

W=Weight of ream, in pounds

H=Height of fall of ram, in feet.

Measurement and Payment:

Test piles that become part of completed foundation system will be considered as an integral part of work. No payment will be made for rejected piles, including piles driven out of place, imperfect piles, or piles damaged in driving or handling.

**END OF SECTION**

SECTION 03010- CONCRETE

Codes and Standards: ACI 301 "Specifications for Structural Concrete Buildings"; ACI 318, "Building Code Requirements for Reinforced Concrete", comply with applicable provisions except as otherwise indicated.

Concrete Testing Service: Employ acceptable testing laboratory to perform materials evaluation, testing and design of concrete mixes.

Owner will employ separate testing laboratory to evaluate concrete delivered to and placed at site.

Quality Control: Owner's testing laboratory will perform sampling and testing during concrete placement, which may include the following, as directed by Owner. This testing does not relieve Contractor of responsibility of providing concrete in compliance with specifications. Contractor may perform additional testing as necessary, at no expense to Owner, to ensure quality of concrete.

Sampling: ASTM C 172

Slump: ASTM C 143, one test for each load at point of discharge. (Max. 5")

Air Content: ASTM C 173, one for each set of compressive strength specimens.

Compressive Strength: ASTM C 39, one set for each truck for deck concrete and one set each 20 cu. Yds. or fraction there of each class of concrete; 2 specimens tested at 7 days, 3 specimens tested at 28 days, and one retained for later testing if required.

Test results will be reported in writing to Owner, Contractor and concrete producer on same day tests are made.

Manufacturer's Data: Submit manufacturer's product data with installation instructions for proprietary materials including reinforcement and forming accessories, admixtures, joint materials, hardeners, curing materials and others as requested by Owner.

Laboratory Reports: Submit 2 copies of laboratory test or evaluation reports for concrete materials and mix designs.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

Mix Proportions and Design: Proportion mixes by either laboratory trial batch or field experience method complying with ACI 301.

Submit written report to Owner for each proposed concrete mix at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed and are acceptable to Owner.

Mix designs may be adjusted when material characteristics, job conditions, weather, test result or other circumstances warrant. Do not use revised concrete mixes until submitted to and accepted by Owner.

Use air-entering admixture in all concrete, providing not less than 4% or more than 8% entrained air for concrete exposed to freezing and thawing, and from 2% to 4% for other concrete.

Concrete Materials:

Portland Cement: ASTM C 150, type as required.

Aggregates: ASTM C 33, except local aggregates of proven durability may be used when acceptable to Judge.

Water: Clean drinkable.

Air Entraining Admixture: ASTM C 260.

Water-Reducing Admixture: ASTM C 494. Only use admixtures which have been tested and accepted in mix designs, unless otherwise acceptable.

Form Materials:

Provide form materials with sufficient stability to withstand pressure of placed concrete without bow or deflection.

Exposed Concrete Surfaces: Suitable material to suit project conditions.

Reinforcing Materials:

Deformed Reinforcing Bars: ASTM A 615, Grade 60 unless otherwise indicated.

Welded Wire Fabric: ASTM A 185.

Forming and Placing Concrete:

Ready-Mix Concrete: ASTM C 94.

Form work: construct so that concrete members and structures are of correct size, shape, alignment, elevation

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006  
and position.

Provide openings in formwork to accommodate work of other trades. Accurately place and securely support items built into forms.

Clean and adjust forms prior to concrete placement. Apply form release agents of wet forms, as required. Retighten forms during concrete placement if required to eliminate mortar leaks.

Reinforcement: Position, support and secure reinforcement against displacement. Locate and support with metal chairs, runners, bolsters, spacers, and hangers, as required. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

Install welded wire fabric in as long lengths as practicable, lapping at least one mesh.

Joints: Provide construction, isolation, and control joints as indicated or required. Locate construction joints so as to not impair strength and appearance of structure. Place isolation and control joints in slabs-on-ground to stabilize differential settlement and random cracking.

Installation of Embedded Items: Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by cast-in-place concrete. Use setting diagrams, templates and instructions provided by others for locating and setting.

Concrete Placement: Comply with ACI, placing concrete in a continuous operation within planned joints or sections. Do not begin placement until work of other trades affecting concrete is completed.

Consolidate placed concrete using mechanical vibrating equipment with hand rodding and tamping, so that concrete is worked around reinforcement and other embedded items and into forms.

Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placement and curing.

In hot weather comply with ACI 318.

Concrete Finishes:

Exposed-to-view-Surfaces: Provide a smooth finish for exposed concrete surfaces and surfaces that are to be covered with a coating or covering or covering material applied directly to concrete. Remove fins and projections, patch defective areas with cement grout, and rub smooth.

Curing: Begin initial curing as soon as free water has disappeared from exposed surfaces. Where possible, keep continuously moist for not less than 72 hours. Continue curing by use of moisture-retaining cover or membrane-forming curing compound. Cure formed surfaces by moist curing until forms are removed. Provide protections as required to prevent damage to exposed concrete surfaces.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

Concrete shall be free to cure under exposure to normal atmospheric conditions existing at job site unless specified otherwise. During hot weather curing, apply 1100-CLEAR all-resin, water emulsion concrete curing compound.

**END OF SECTION**

**SECTION 005120- STRUCTURAL STEEL**

**Codes and Standards:** AISC "Code of Standard Practice for Steel Buildings and Bridges"; AISC "Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings: including "Commentary", AWS "Structural Welding Code"; comply with applicable provisions except as otherwise indicated.

**Shop Drawings:** Show complete details and schedules (if required) for fabrication, assembly and erection. Furnish anchor bolts required for installation in other work; furnish templates for bolt installation.

**Steel Pipe:** ASTM A 53, Type E or S, Grade B.

**Fasteners:** High-strength bolts and nuts, ASTM A 325 or A 490; unfinished bolts and nuts, ASTM A 307, Grade A.

**Shop Paint:** FS TT-P\_86, Type II; or, SSPC-Paint 14.

**Fabrication:** Comply with AISC "Specifications" and final shop drawings. Mark and match- mark units for field assembly.

**Connections:** As shown on drawings. Use high-strength bolts for field connections, except as otherwise indicated.

**Comply with AWS Code** for procedures, appearance, and quality of welds.

**Provisions for Other Work:** Fabricate structural steel members or portions of members embedded in concrete or mortar, and contact areas to be welded or riveted. Clean steel free of loose mill scale, rust, oil and grease. Apply prime paint to provide a minimum dry film thickness of 2.0 mils.

**Erection:** comply with AISC Code and Specifications, and maintain work in safe and stable condition during erection. Provide temporary bracing and shoring as required; remove when final connections are placed.

**END OF SECTION**

**SECTION 05500- METAL FABRICATION**

**Codes and Standards:** AISC "Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings", AWS "Structural Welding Code"; Comply with applicable provisions unless otherwise indicated.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-006

Inserts and Anchorage's: Furnish inserts and anchoring devices to be built into other work for installation of miscellaneous metal items; coordinate delivery to job site to avoid delay.

Steel Plates, Shapes, Bars: ASTM A 26.

Cold-formed Steel Tubing: ASTM A 500, Grade B.

Steel Pipe: ASTM A 53, Type E or S, Grade B.

Structural Cold-Rolled Steel Sheets: ASTM A 570.

Galvanized Structural Steel Sheets: ASTM A 466, Coating Designation G 90.

Concrete Inserts: Malleable iron (ASTM A 47) or cast steel (ASTM A 27) inserts, with steel bolts, washer and shims; hot dip galvanized.

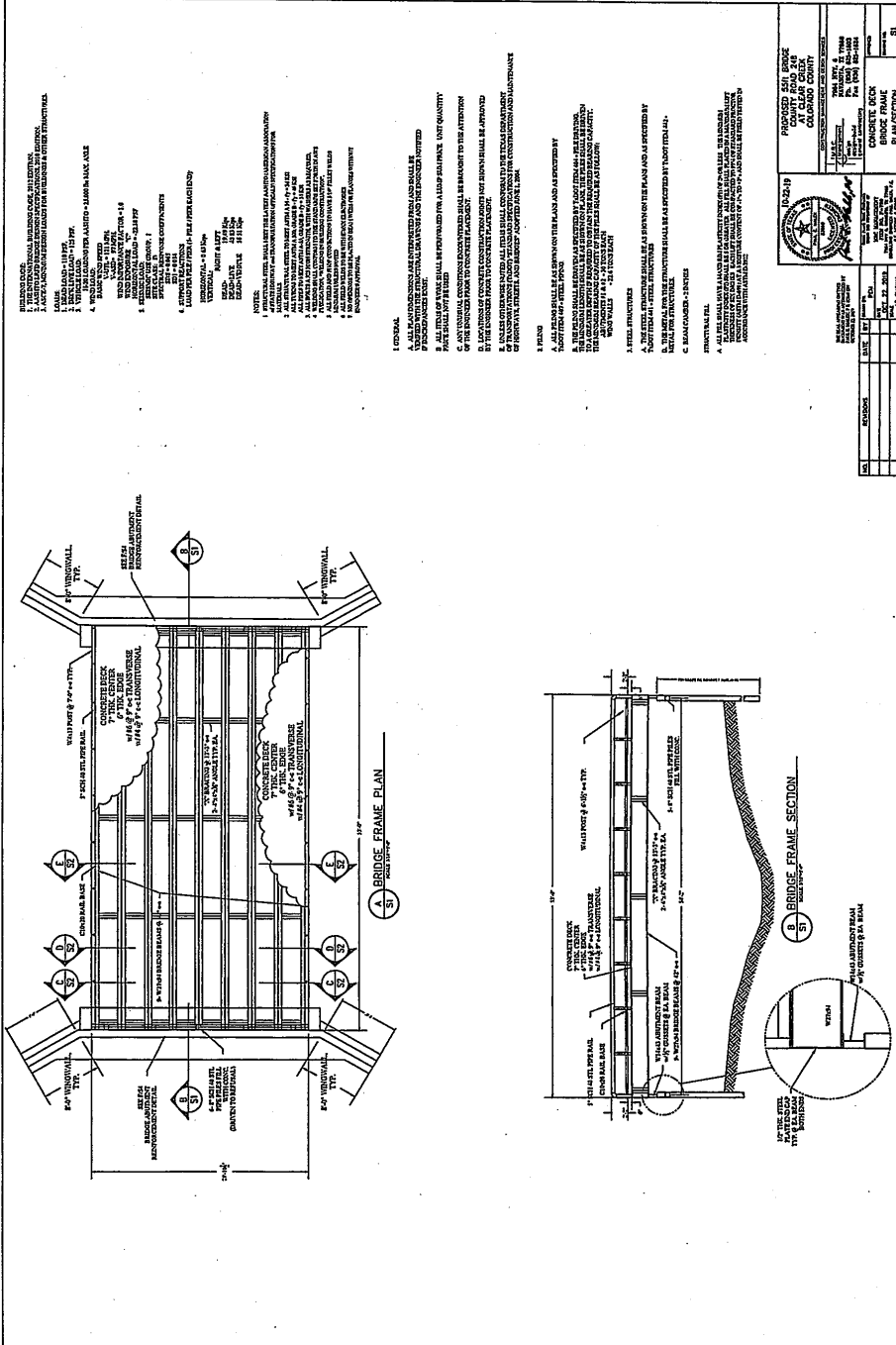
Shop Paint: FS TT-P-86, Type II, or SSPC- Paint 14. Apply to clean and degreased steel surfaces at rate to provide a 2.0-mil dry film thickness.

Galvanizing: ASTM A 386 for assembled products; A 153 for iron and steel hardware.

Fabrication, General: Use materials of size and thickness shown or, if not shown, of required size, grade and thickness to produce strength and durability in finished product. Shop-paint all items not specified to be galvanized after fabrication. Weld corners and seams continuously, grind exposed welds smooth and flush. Form exposed connections with hairline, flush joints; use concealed fasteners where possible.

**END OF SECTION**

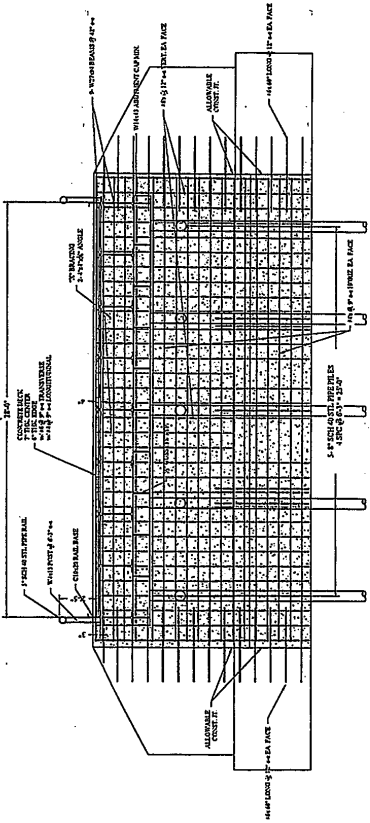
**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**



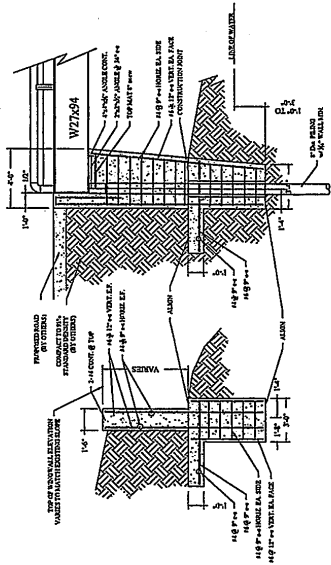




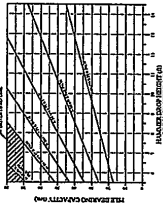
**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**



(5) BRIDGE ABUTMENT REINFORCEMENT



(6) ABUTMENT DETAILS



(7) BRIDGE DECK REINFORCEMENT

		PROJECTED 25th BRIDGE AT CLAYTON CANYON COLORADO COUNTY
DATE: 10/28/19	DRAWN BY: [Signature]	CHECKED BY: [Signature]
SCALE: AS SHOWN	BRIDGE FRAME	SECTIONS

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

- \_13. Authority to advertise for bids to construct bridge on County Road 270 at McKinnon Branch, Precinct No. 2. (Kubesch)

**Motion by Commissioner Kubesch to approve the authority to advertise for bids to construct bridge on County Road 270 at McKinnon Branch, Precinct No. 2; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

**NOTICE TO BIDDERS**

Colorado County invites sealed bids for the furnishing of all materials, equipment, tools, services, labor, and supervision necessary to construct BRIDGE ON COUNTY ROAD 270 @ MCKINNON BRANCH, Precinct No. 2. Specifications to be obtained from the office of the County Judge, Colorado County Courthouse, 400 Spring Street, Room 107, Columbus, Texas 78934 or the County's website [www.co.colorado.tx.us](http://www.co.colorado.tx.us). Inquiries should be directed to County Commissioner Darrell Kubesch (979/725-8416).

Bids must be received on or before November 14, 2019 at 2:00 p.m. and are irrevocable for 30 days from that time. Bids will be publicly opened and read at 2:30 p.m. on November 14, 2019 at 400 Spring Street, Room 101, Columbus, Texas. Awarding of bid may be made at the Commissioners Court Meeting on November 25, 2019.

Bidder shall include with its bid proof of Workers' Compensation Insurance and General Liability Insurance Coverage in the amount of at least one million dollars (\$1,000,000). Successful bidder will be required to furnish Payment Bond in the full amount of the Contract Sum.

Bidder shall bid using lump sum and unit pricing per specifications. Payment will be made not later than 30 days after receipt of application for payment and proper processing by Commissioners Court. A Bid Bond for 5% of the bid amount is required. The successful bidder will be required to provide acceptable Performance and Payment Bonds as specified.

Colorado County reserves the right to reject any and or all bids or to accept any bid advantageous to the County.

Colorado County is an equal opportunity institution.

By Order of Commissioners Court dated October 28, 2019.

**TO BE PUBLISHED IN THE OCTOBER 30/31 & NOVEMBER 6/7 ISSUES OF THE BANNER PRESS, COLORADO COUNTY CITIZEN & WEIMAR MERCURY.**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

**COLORADO COUNTY REQUESTS BIDS FOR  
BRIDGE ON  
CR 270 @ MCKINNON BRANCH**

**ISSUED BY: THE COLORADO COUNTY COMMISSIONERS' COURT**

Sealed bids, subject to the Terms and Conditions of this Invitation for Bids, for BRIDGE ON CR 270 @ MCKINNON BRANCH, as described in the attached specifications, will be received in the Office of the County Judge, Colorado County, 400 Spring St, Room 107, Columbus, Texas 78934 until 2:00 p.m. on November 14, 2019. Bids received after the specific time will be returned unopened.

\_\_\_\_\_  
LEGAL NAME OF CONTRACTING COMPANY

\_\_\_\_\_  
FEDERAL I.D.# (Company or Corporation)

\_\_\_\_\_  
SOCIAL SECURITY # (Individual)

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FACSIMILE NUMBER

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPLETE MAILING ADDRESS

\_\_\_\_\_  
CITY & STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
COMPLETE STREET ADDRESS

\_\_\_\_\_  
CITY & STATE

\_\_\_\_\_  
ZIP CODE

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

**A. SCOPE:**

It is the intent of the County of Colorado to contract for only materials, equipment, tools, services, labor and supervision necessary to construct BRIDGE ON CR 270 @ MCKINNON BRANCH as specified herein.

**B. POINT OF CONTACT:**

Point of contact will be Colorado County Commissioner Darrell Kubesch at 979-725-8416.

**C. BID FORM COMPLETION:**

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Colorado County Judge one (1) complete bid form. An authorized representative of the bidder must sign the contract sheet. The contract will be binding only when signed by the County Judge, Colorado County and a purchase order authorizing the item(s) desired has been issued.

**D. COMPLETION TIME AND PAYMENT:**

1. The county shall pay the Contractor in current funds for the Contractor's performance of the contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the County of Colorado.

2. Based upon Applications for Payment submitted to Commissioner Kubesch the county shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the contract documents.

- a. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- b. Provided an Application for Payment is received by the County Treasurer, payment shall be made by the county within 30 days after the County Treasurer receives the application for payment.
- c. Application for Payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the Application for Payment.
- d. Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:
  1. Take that portion of the contract sum properly allocable to completed work less retainage of ten percent (10%).
  2. Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the complete construction (or, if approved by the county, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).
  3. Subtract the aggregate of previous payments made by the county.
  4. The progress payment amount determined in accordance with Paragraph 2 b., above shall be further modified under the following circumstances:

Add, upon substantial completion of the work, a sum sufficient to increase the total payment

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

**D. COMPLETION TIME AND PAYMENT: (cont'd)**

one hundred percent (100%) of the contract sum, less such amounts as the county's representative shall determine for incomplete work and unsettled claims.

5. Final payment, constituting the entire unpaid balance of the contract sum, shall be made by the county to the Contractor when the contract has been fully performed by the Contractor.

**E. REFERENCES:**

All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients name, contact person and telephone number.

**F. ADDENDA:**

No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Commissioner Darrell Kubesch, 404 S. Eagle, Weimar, TX 78962 979/725-8416.

**G. BID BOND:**

All bidders must submit, **WITH BID**, a cashier's check or certified check for five percent (5%) of the total bid price, payable to the order of the County of Colorado or a Bid Bond in the same amount issued by a surety, acceptable to the County of Colorado, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidders' cashier's check or certified check will be returned only after a written request to do so is received by the Colorado County Auditor.

**H. PERFORMANCE AND PAYMENT BONDS:**

In the event the total accepted bid price exceeds \$25,000 the successful bidder must provide to the Office of the County Auditor, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. COLORADO COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SURETY COMPANY PROPOSED BY THE BIDDER. IN THE EVENT COLORADO COUNTY REJECTS THE PROPOSED SURETY COMPANY, THE BIDDER WILL BE AFFORDED FIVE (5) ADDITIONAL DAYS TO SUBMIT THE REQUIRED BONDS ISSUED BY A SURETY COMPANY ACCEPTABLE TO COLORADO COUNTY.

**I. POWER OF ATTORNEY:**

An Attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

**J. INSURANCE:**

1. All bidders must submit, **WITH BID**, a certificate of insurance indication coverage in the amounts stated below. In lieu of submitting a certificate of insurance, bidders may submit, **WITH BID**, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to the county, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the Contractor named therein, if successful, upon award of this contract.

2. The successful bidder shall obtain at its sole expense, and shall submit to the office of the County Auditor, certificates of insurance satisfactory to the county, naming the county, the Contractor and its employees as insured.

a. Workers Compensation: See Worker's Compensation Insurance Coverage Statement at Enclosure#4.

b. Employer's Liability: \$500,000

c. General liability including:

1. Premises/Operations
2. Products/Completed Operation
3. Contractual
4. Owner's Protective
5. Personal Injury/Advertising Liability
6. Mobile Equipment

General liability limits shall be equal to or greater than:

1. \$100,000 Bodily Injury per person. 300,000 Bodily Injury per occurrence.

\$100,000 Property Damage per occurrence; or,

2. \$500,000 Bodily Injury and Property Damage combined, two limit.

Specify annual aggregate, if any. The minimum available annual aggregate for the purposes of this Agreement shall be \$1,000,000. Claims-made policies shall not be acceptable. All policies shall be occurrence basis.

d. Automobile Liability:

All owned, non-owned or hired vehicles must be covered. Liability limits shall be greater than or equal to:

1. \$100,000 Bodily Injury per person. \$300,000 Bodily Injury per occurrence.

\$100,000 Property Damage per occurrence; or,

2. \$500,000 Bodily Injury and Property Damage combined, two limit.

e. Excess Liability Coverage shall be greater than or equal to \$1,000,000 combined, two limit. Specify aggregate, if any.

3. Contractor shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by the county.

4. No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to the county.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

5. Approval of the insurance by the county shall not relieve or decrease the liability of the Contractor.

**K. INDEMNIFICATION:**

Contractor agrees to indemnify, defend and hold the county harmless from each and every claim, demand, suit, action, proceeding, lien or judgment caused by or arising out of, directly or indirectly, or in connection with the acts and omissions of Contractor pursuant to this Agreement.

1. Contractor shall timely report all such matters to the county and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month, provide the county with a written report on each such matter covered by this paragraph and by paragraph 2 below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the county required by Contractor in the defense of each matter.

2. The county shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, the county shall fully cooperate with Contractor in its defense of each such matter.

3. Contractor's duty to defend, indemnify and hold the county harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed by the county in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.

4. In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter. In such event, the county shall promptly reimburse Contractor for its costs of defense.

5. In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by the county, the county shall have the obligation to participate in the defense of the matter through separate counsel.

6. Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to the county or and shall not involve or require any payments or contributions by the county.

7. In the event of any final judicial determination or award of any matter covered by this section the county shall be responsible to third parties, pro rata, for any negligence determined to have been caused by the county.

8. Contractor's indemnification shall cover, and Contractor agrees to indemnify the county, in the manner provided for and to the extent described above, in the event the county is found to have been negligent for having selected Contractor to perform the work described in this Agreement.



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

**K. INDEMNIFICATION: (cont'd)**

9. The provision by Contractor of insurance shall not limit the liability of Contractor under this Agreement.
10. Contractor shall cause all Trade Contractors and any other Contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify the county and to hold it harmless from all claims for bodily injury and property damage that arise from said Contractor's operations. Such provisions shall be in form satisfactory to the county.
11. Loss Deduction Clause--The county shall be exempt from, and in no way liable, for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or Trade Contractor providing such insurance.

**L. PREVAILING WAGES:**

Prevailing wage requirements of Art. 5159a Vernon's Texas Civil Statutes apply.

**M. PERMITS:**

It shall be the sole responsibility of the successful bidder to obtain all required permits.

**N. CONTRACTOR'S RESPONSIBILITY FOR WORK:**

1. The Contractor shall supervise and direct the work and shall be solely responsible for all construction methods, techniques, procedures and coordination of the work under this contract.
2. The Contractor shall employ a competent Superintendent who shall be in attendance at the Project Site during the progress of the work. The Superintendent shall be satisfactory to the county and shall not be changed except with the approval of the county.
3. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions in connection with the work. He shall obtain approval for the location of the equipment, supplies and construction access during the work.
4. The Contractor shall take all reasonable precautions necessary for the safety of, and protective procedures to prevent damage, injury or loss to:
- a. All employees of the work and all other persons who may be affected thereby.
  - b. All the work and all materials to be incorporated therein, whether all storage on or off the site.
  - c. All property at the sites and adjacent thereto including trees, shrubs, lawn walks, pavements, roadways, structured and utilities not designated for removal, relocation or replacement in the course of construction.
5. Materials and Workmanship: All work shall be executed in accordance with the contract documents, complete in all parts and in accordance with approved practices and customs, and of the best finish and workmanship. Unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

**N. CONTRACTOR'S RESPONSIBILITY FOR WORK: (cont'd)**

6. Test specimens of the various materials may be requested by the county at any time. The test specimens shall be furnished by the Contractor and test will be made by the county at the expense of the county.
7. All manufacturer products certifications required by the specifications shall be numbered consecutively, dated and submitted to the county as required.
8. Removal of Defective Work: If any materials provided under this Contract are condemned as not conforming with the requirements of the contract documents by Commissioner Reynolds, the Contractor shall, within a reasonable time after having received notice from the County Judge to that effect, proceed to remove from the project site all condemned materials, whether worked or not worked and to take down all portions of the work which have been condemned as unsound or improper or is in any way failing to conform to the specifications and Contractor shall make good all work damaged or destroyed thereby, including all adjacent work damaged thereby.
9. Cleaning: As directed by the county, the Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the work under this contract. Upon completion of the work, the Contractor shall have the premises in a neat and clean condition.
10. The Contractor shall take particular notice of the following provisions: All employees shall wear hard hats at all times while on the construction project.
11. The county expressly disavows any responsibility for the safety of the Contractor's employees, agents, officers, subcontractors, licensees and guests.

**O. TERMINATION:**

1. The county may terminate the contract if the Contractor:
  - a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
  - b. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.
  - c. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
  - d. Otherwise is guilty of substantial breach of a provision of the contract documents.
2. When any of the above reasons exists, the county may, without prejudice to any other rights or remedies of the county and after giving the Contractor and the Contractor's surety, if any, seven days' written notice terminate employment of the Contractor and may, subject to any prior rights of the surety:
  - a. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.
  - b. Finish the work by whatever reasonable method the county may deem expedient.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

**O. TERMINATION (cont'd):**

3. When the county terminates the contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the work is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

**P. SUSPENSION BY THE OWNER FOR CONVENIENCE:**

1. The county may, without cause, order the Contractor in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the county may determine.
2. An adjustment shall be made for increase in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent.
  - a. That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.
  - b. That an equitable adjustment is made or denied under another provision of this contract.
3. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

**Q. TAX EXEMPT:**

Texas Sales and Use Taxes: The County of Colorado is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes, and as such, the county hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this agreement. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these items at cost.

**R. ENCLOSURES:**

The following being incorporated herein by reference for all purposes as though fully set forth herein word for word.

1. Enclosure #1--General Requirements.
2. Enclosure #2--Purchase Order Terms and Conditions.
3. Enclosure #3--Worker's Compensation Insurance Coverage.
4. Enclosure #4--Technical Specifications and Drawings.

**TOTAL BID PRICE TO ACCOMPLISH PROJECT ON BRIDGE ON CR 270 @ MCKINNON  
BRANCH:**

LABOR:	\$ _____
MATERIALS:	\$ _____
TOTAL BID:	\$ _____

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

All work required in this invitation for bids will be completed within \_\_\_\_\_ calendar days after issuance of a purchase order by the County of Colorado.

**CONTRACT SHEET**

**THE STATE OF TEXAS  
COUNTY OF COLORADO**

This memorandum of agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between the County of Colorado in the State of Texas (hereinafter designated County), acting herein by the County Judge, Ty Prause, by virtue of an order of Colorado County Commissioners' Court, and \_\_\_\_\_ (company name) (hereinafter designated Contractor).

**WITNESSETH:**

The Contractor and the county agree that the bid and specifications for a roadway bridge which are hereto attached and made a part hereof, together with this instrument shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the county agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Colorado, Texas this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Colorado County, Texas

By: \_\_\_\_\_  
County Judge

By: \_\_\_\_\_  
Contractor

Purchase Order No. \_\_\_\_\_

Contract is not valid until this certificate is signed and purchase order issued.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

**GENERAL REQUIREMENTS**

**VENDOR INSTRUCTIONS:**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the SCOPE, SPECIAL REQUIREMENTS, SPECIFICATIONS, SPECIAL SPECIFICATIONS OR OTHER DATA CONTAINED HEREIN.

**GOVERNING LAW**

Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that the County of Colorado may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

**BID FORM COMPLETION**

Fill out, SIGN, and return to the Colorado County Judge ONE (1) complete bid form. An authorized representative of the bidder must sign the contract sheet. The contract will be binding only when signed by the County Judge, Colorado County and a purchase order authorizing the item(s) desired has been issued.

**BID RETURNS**

Bidders must return all completed bids to the Colorado County Judge no later than 2:00 p.m. on the date specified, clearly marked "Bridge, CR 270 @ MCKINNON BRANCH". Late bids will not be accepted. Bids must be submitted in a sealed envelope, so contents are not visible, addressed as follows:

**COMMISSIONERS COURT OF COLORADO COUNTY**

Attn: Ty Prause, Colorado County Judge  
400 Spring St. Rm 107  
Columbus, Texas 78934

**GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the County of Colorado's interpretation shall govern.

**ADDENDUMS**

When specifications are revised, the Colorado County Judge will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

**HOLD HARMLESS AGREEMENT**

Contractor shall indemnify and hold the County of Colorado harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain with respect to the subject matter of this bid, 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 bid. Certification of such coverage must be provided to the county upon request.

**WAIVER OF SUBROGATION**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County of Colorado as an indirect party to any suit arising out of personal or property damages resulting from bidders' performance under this agreement.

ENCLOSURE #1 (NOV 96)

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

**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.

**BONDS**

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check will not be accepted.

**TAXES**

The County of Colorado is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The County of Colorado claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Colorado County Treasurer.

**FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to the County of Colorado. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

**PRICING**

Pricing for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

**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. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

**SUPPLEMENTAL MATERIALS**

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts, which may affect the evaluation, and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

**MATERIAL SAFETY DATA SHEETS**

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County AND using departments, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the County of Colorado. Failure of the bidder to maintain such a file, will be cause to reject any bid applying thereto.

ENCLOSURE #2 (NOV 96)

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

**NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the County of Colorado to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. The County of Colorado shall act as sole judge in determining equality and acceptability of products offered.

**EVALUATION**

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the county. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Colorado County Auditor and are presented to the Colorado County Commissioners' Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is **NOT** the only criteria for making a recommendation. The County of Colorado reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

**INSPECTIONS**

The County of Colorado reserves the right to inspect any item(s) or service location for compliance with specifications, requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the county can reject the bid as inadequate.

**TESTING**

The County of Colorado reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

**DISQUALIFICATION OF BIDDER**

Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to the County of Colorado certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engages in such line of business. Any or all bids may be rejected if the county believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids are withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn, however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

**AWARDS**

The County of Colorado reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners' Court and present evidence concerning his responsibility.

**ASSIGNMENT**

The successful vendor may not assign, sell or otherwise transfer this contract without written permission of the Colorado County Commissioners' Court.

**TERM CONTRACTS**

If the contract is intended to cover a specific time period, said time will be given in the specifications under SCOPE.  
ENCLOSURE #1 (NOV 96)

**MAINTENANCE**

Maintenance required for equipment bid should be available in the County of Colorado by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If the County of Colorado opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

**CONTRACT OBLIGATION**

Colorado County Commissioners' Court must award the contract and the County Judge must sign the contract before it becomes binding on the County of Colorado or the bidders. Department heads are NOT authorized to sign agreements for the County of Colorado. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

**IRREVOCABLE STATEMENT**

All submitted bids shall be irrevocable for a period of 30 days.

**CONTRACT EXTENSIONS**

Extensions may be made ONLY by written agreement between the County of Colorado and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

**TERMINATION**

The County of Colorado reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to

and not in lieu of any other remedies which the County of Colorado 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 the County of Colorado's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

**RECYCLED MATERIALS**

The County of Colorado encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. The County of Colorado will be the sole judge in determining product preference application.

ENCLOSURE #1 (NOV 96)



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

**GENERAL SPECIFICATIONS**

**PROJECT ON  
BRIDGE ON CR 270 @ MCKINNON BRANCH  
INCLUDING  
CONSTRUCTION AND ERECTION SPECIFICATIONS  
FOR  
COLORADO COUNTY COMMISSIONERS COURT  
DARRELL KUBESCH PRECINCT #2**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

**BRIDGE ON CR 270 @ MCKINNON BRANCH**

**I. GENERAL CONSIDERATIONS**

**A. DEFINITIONS:**

Whenever used in the specifications or on the drawings, the following meaning shall be given the terms herein defined.

1. "Owner"- County of Colorado, Texas
2. "General Contractor"
3. "Plans"- Design, construction plans and specifications, prepared and furnished by Paul Malek, M.B.C. Management.

**B. WORKMANSHIP AND MATERIALS:**

1. Contractor shall do this work in accordance with the drawings and specifications and in the best and most workmanlike manner by qualified, careful and efficient workers, in strict conformity with the best accepted practices of each craft concerned, and at all times workmanship shall be subject to inspection and approval of the Owner.
2. All material used shall be of top quality and meet with the specified strengths, subject to the inspection and approval of the Owner.
3. Application for minor changes for improving architectural treatment or utilization of available materials shall be made to the Owner.
4. Structural steel connections shall be full strength welded joints and welding shall be done in accordance with American Welding Society requirements, except where shown otherwise or specified otherwise by the Owner.

**C. DRAWINGS AND SPECIFICATIONS:**

1. If a conflict occurs between information on the drawings and information in the specifications, the drawings shall apply unless it is clearly indicated otherwise.
2. Any work called for on the drawings, and not mentioned in the specifications, or vice versa, shall be furnished as though fully set forth in both.
3. Work not particularly detailed, marked or specified shall be the same as similar parts that are detailed, marked or specified.
4. Should an error appear on the drawings or in the specifications, or in the work done by others affecting this work, the Contractor shall notify the Owner at once and proceed according to the Owner's instructions. If the Contractor proceeds with work affected without, or contrary to, the Owner's instructions, he shall (at the Owner's discretion) repair, replace, or make adequate restitution for any resulting damage or defects. This includes typographical errors in the specifications, and notational errors on the drawings where doubtful of interpretation.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

**D. USE OF PREMISES:**

1. The Contractor shall confine his apparatus, storage of materials and construction operations to the limits of the right of way. Any other construction easement or storage easement must be obtained by Contractor.
2. The Contractor shall not load or permit any part of the structure to be loaded to such an extent as to endanger its safety.
3. The Contractor shall enforce any instructions of the Owner regarding signs, advertising, fires, danger signals, and barricades.

**II. LAYOUT**

The owner shall employ competent personnel to lay out all center lines and to set whatever stakes, batter boards and bench marks which in the opinion of the Judge are necessary. The Commissioner may require the Contractor to check all measurements and levels as often as he deems advisable. Before starting the work, the Owner shall verify all lines and levels given on the drawings, and if any discrepancies appear they shall be reported to the Owner at once. The Contractor shall be held responsible for the maintenance of all levels, lines and grades involved in his work.

**III. DESIGN AND LOADING CONSIDERATIONS**

**A. DIMENSIONS:**

1. The bridge deck shall be 60 feet long.
2. The bridge shall have two lane and 28 feet of clearance between rails.

**B. LOADING:**

1. Design load bearing capacity of soil under footings is taken from information shown on the soil test reports furnished by Owner to the Contractor, or by field tests made on foundation excavation by the Contractor.
2. The load carrying capacity shall include the following:
  - a. Dead load weight of the bridge.
  - b. Forces impose laterally by wind and other natural elements.
  - c. Impact considerations.
  - d. Live load imposed by vehicular traffic (to match HS20 Highway loading).
  - e. Provisions to suit temperature changes.

**IV. MISCELLANEOUS**

- A. SANDBLASTING-** Where existing steel shapes are used, sandblast metal to SSPC-SP 10, near white metal, using #4 sand. Remove all visible oil, grease, dirt, dust, milscale, rust, paint, oxides, corrosion products, and other foreign matter. Primer coat shall be applied the same day the sandblasting is done.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

- B. PAINTING- Exposed metal surfaces shall be painted with Inorganic Zinc Primer, Sherwin Williams Zinc Clad 1 (or equal) in accordance with directions and supervision of the Commissioner.
- C. EXISTING BRIDGE- Contractor shall dismantle existing bridge and stack old bridge materials on side of bridge approach. County shall be responsible for disposal of old bridge materials.
- D. EXCAVATION- Contractor to provide all excavation necessary to install new bridge. Excavated material not used for backfill shall be removed from site by county.
- E. BACKFILL- If extra backfill is necessary, county shall provide suitable backfill material.
- F. CREEK CHANNEL- Contractor will excavate channel of creek at bridge area only. If rip rap is necessary in channel, county shall provide and install rip rap.

**END OF SECTION**

**SECTION 01005- SUMMARY OF WORK**

**Descriptive Summary of the Work:** Removal of existing bridge and construction of new bridge.

**Identification:** BRIDGE ON CR 270 @ MCKINNON BRANCH BRIDGE

**Contract Documents:** Requirements of the work are contained in the contract documents, and include cross-references herein to published information, which is not necessarily bound therewith.

**Listing, Acceptance, Requirements:** Refer to the individual work sections of specifications and other contract documents for requirements of work to be performed as "Alternates". Refer to Contract for indication of which Alternates (as listed in Instructions to Bidders) have been accepted or will be considered for acceptance during construction. Accepted Alternates are in full force and effect, as though included originally in base bid. Each must be completely integrated and coordinated with surrounding work.

**Cutting and Patching:**

**Structural Work:** Do not cut-and-patch structural work in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio. Submit proposal and request and obtain Owner's approval before proceeding with cut-and-patch of structural work.

**Operational/Safety Limitations:** Do not cut-and-patch operational elements and safety components in a manner resulting in decreased performance, shortened useful life, or increased maintenance. Submit proposals and requests and obtain Owner's approvals before proceeding with cut-and-patch of structural work.

**Visual/Quality Limitations:** Do not cut-and-patch work exposed to view (exterior and interior) in a manner resulting in noticeable reduction of visual qualities and similar qualities, as judged by Owner.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

Limitation of Approvals: Owner's approval to proceed with cutting and patching does not waive right to later require removal/replacement of work found to be cut-and-patched in an unsatisfactory manner, as judged by Owner.

**END OF SECTION**

**SECTION 01205- PROCEDURES AND CONTROLS**

**Administration and supervision:**

Coordination: Coordinate various elements of the work and entities engaged to perform work; and coordinate the work with existing facilities/conditions, and with work by separate contractors (if any) and by Owner.

**Surveying/Recording:**

General: Working from established lines and levels at or near project site, establish and maintain dependable markers for lines and levels of the work, including markers for each story of construction. Calculate dimensions and measure for layout of work; do not scale the drawings. Maintain surveyor's log of layout work. Record deviations (if any) from drawing information on existing conditions, and review with owner at time of discovery.

**Inspections and Testing:**

General: Provide required inspection and testing services specified to be by independent agencies, where not indicated specifically as Owner's responsibility (this provision supplements General Conditions). Neither inspection-and-test results nor failure thereof to disclose deficiencies relieves Contractor of responsibility to comply with requirements of contract documents. Provide services to inspection and testing agencies (Owner's and Contractor's), including taking and delivery of samples, patching work and similar assistance. Require engaged agencies to perform indicated testing and submit reports promptly; and to report significant observations having an important bearing on the work, to the Owner by the most expeditious means possible.

**Preparation for Installation:**

Pre-Installation Conference: Prior to starting installation of each major component of the work, hold a pre-installation conference, attended by each entity involved or affected by planned installation.

Review significant aspects of requirements for the work. Record discussion and distribute as plan of action. Pre-installation conferences are specifically required for (but not limited to) the following installations:

Foundation work in completed excavations.

Anchor work securely in place, properly located by measured line and level, organized for best possible uniformity, visual effect, operational efficiency, durability, and similar benefit to Owner's use. Isolate non-compatible materials from contact, sufficiently to prevent deterioration.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

Cleaning and Protection:

General: Clean each element of work at time of installation. Provide sufficient maintenance and protection during construction to ensure freedom from damage and deterioration at time of substantial completion.

**END OF SECTION**

SECTION 01505- TEMPORARY FACILITIES

General Definitions:

Refer to General Conditions for basic commitments to provide temporary facilities. This section specifies certain minimum temporary facilities to be provided, regardless of methods and means selected for performance of the work, but not by the way of limitation and not assured for compliance with governing regulations. Use of alternate temporary facilities is Contractor's option, subject to Owner's acceptance. Temporary facilities are defined to exclude tools and construction machines, testing, demolition, alterations, soil borings, mock-ups and similar items.

Costs: Except as otherwise indicated, costs associated with temporary facilities are Contractor's (in Contract Sum), including power/fuel/water usage until time of substantial completion for each major area of project. Temporary facilities remain property of Contractor.

Temporary Support Facilities:

General: Provide facilities and services as may be needed to properly support primary construction process and meet governing regulations. Do not use permanent facilities except as otherwise indicated, and except after time of substantial completion.

Toilets: Where permitted by governing regulations, provide single-occupant, self-contained units; glass fiber reinforced polyester enclosure; equipped with both urinal and stool fixtures. Supply units with tissue and, where not located near separate wash facilities, supply with wet-type hand towels and wash containers. Locate units so that personnel with travel no more than 300'.

Security and Protection:

General: Provide facilities and services as necessary to effectively protect from losses and persons from injury during the course of construction.

Barricades: County will provide and maintain barricades at hazardous locations; complete with signs, general lighting, warning lights and similar devices where appropriate or required by regulations.

Environmental Protection: Review exposure to possible environmental problems, with Owner. Establish procedures and discipline among tradesmen and provide needed facilities which will protect against environmental problems (pollution of air, water and soil, excessive noise, and similar problems).

**END OF SECTION**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

**SECTION 01705- PROJECT CLOSEOUT**

**General Definitions:**

The provisions of this section apply primarily to closeout of actual physical work, not to administrative matters such as final payment and changeover of insurances. Closeout requirements relate to both final completion and substantial completion of work, and apply to individual portions of completed work as well as the total work. Specific requirements in other sections have precedence over general requirements of this section.

**Procedures at Substantial Completion:**

**Prerequisites:** Comply with General Conditions and complete the following before requesting Owner's inspection of the work, or designated portion thereof, for substantial completion:

Complete final cleaning, and remove temporary facilities and tools.

**Inspection Procedures:** Upon receipt of Contractor's request, Owner will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Owner will either prepare certificate of substantial completion or advise Contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "punch-list" for final acceptance.

**Procedures at Final Acceptance:**

**Re-inspection Procedure:** Upon receipt of Contractor's notice that work has been completed, including punch-list items resulting from earlier inspections and accepting incomplete items delayed because of acceptable

circumstances. Owner will re-inspect work. Upon completion of re-inspection, Owner will either recommend final acceptance and final payment, or advise Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, procedure will be repeated.

**Record Documentation:**

**Record Drawings:** Maintain a complete set of blue/black-line prints of contract drawings and shop drawings for record mark-up purposes throughout the Contract Time. Mark-up drawings during course of the work to show changes and actual installation conditions, sufficient to form a complete record for Owner's purposes. Give particular attention to work, which may require servicing or replacement during life of project. Require entities marking prints to sign and date each mark-up. Bind prints into manageable sets, with durable paper covers, appropriately labeled.

**Final Cleaning:** At closeout time, clean or re-clean entire work to normal level for "first class" maintenance/cleaning of building projects of a similar nature. Remove non-permanent protection and labels,

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

touch-up minor finish damage, remove debris and broom-clean non-occupied spaces, sweep and wash paved areas, police yards and grounds, and perform similar cleanup operations needed to produce a "clean" condition as judged by Owner.

**END OF SECTION**

**SECTION 022110- SITE CLEARING**

**Protections:** Provide temporary fences, barricades, coverings, or other protections to preserve existing items indicated to remain and to prevent injury or damage to persons or property. Apply protections to adjacent properties as required.

Restore damage work to condition existing prior to start of work, unless otherwise directed.

**Do not interfere** with normal traffic on roads, streets, walks, and other adjacent occupied or used facilities. Provide alternate routes around closed or obstructed traffic ways as required by governing regulations.

**Demolition:** Includes complete wrecking of structures and removal and disposal of demolished materials from site. Comply with applicable codes and ordinances of authorities having jurisdiction concerning demolition operations.

**Salvable items** may be removed after demolition work starts; storage or sale on site of removed items will not be permitted.

**Control air pollution** caused by dust and dirt; comply with governing regulations.

**Fill below-grade areas** and void resulting from demolition operations. Use satisfactory soil materials, placed in 6" deep horizontal layers with each layer thoroughly compacted.

**Grade** ground surface to conform to required contours and to provide surface drainage.

**Dispose** of removed and demolished items, including trash and debris, off Owner's property.

**Burning** of waste materials on site is not permitted.

**END OF SECTION**

**SECTION 02151- SHORING AND BRACING**

**Extent** of shoring and bracing work is the responsibility of the General Contractor and shall comply with OSHA.

**Supervision:** Assign supervision of shoring and bracing work to a qualified foundation consultant.

**Regulations:** Comply with local codes and ordinances of governing authorities having jurisdiction.



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

**Job Conditions:** Before starting work, check and verify governing dimensions and elevations. Survey conditions of adjoining properties; take photographs, record existing settlement or cracking of structures, pavements, and other improvements. Prepare list of such damages, verified by dated photographs, and signed by Contractor and others conducting investigation.

**Survey adjacent structures and improvements:** establishing exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations. Locate datum level used to establish benchmark elevations sufficiently distant so as not to be affected by movement resulting from excavation operations.

**During excavation:** re-survey benchmarks weekly. Maintain accurate log of surveyed elevations for comparison with original elevations. Promptly notify Owner if changes in elevations for comparison with original elevations sufficiently distant so as not to be affected by movement resulting from excavation operations.

**Materials:** Provide suitable shoring and bracing materials, which will support loads imposed. Materials need not be new, but should be in serviceable condition.

**Shoring:** Protect site from caving and unacceptable soil movement. Where shoring is required, locate system to clear permanent construction and to permit forming and finishing of concrete surfaces. Provide shoring system adequately anchored and braced to resist earth and hydrostatic pressures.

Shoring systems retaining earth on which support of stability of exiting structures is dependent must be left in place at completion of work. If wood is part of shoring system near exiting structures, use pressure preserved treated material or remove before placement of backfill.

**Bracing:** Locate bracing to clear columns, floor framing construction, and other permanent work. If necessary to move a brace, install new bracing prior to removal of original brace. Do not place bracing where it will be cast into or included in permanent concrete work, except as otherwise acceptable to Owner. Install internal bracing, if required, to prevent spreading or distortion to braced frames. Maintain bracing until structural elements are replaced by other bracing or until permanent floor construction is able to with stand lateral earth and hydrostatic pressures. Remove sheeting, shoring and bracing in stages to avoid disturbance to underlying soils and damage to structures, pavements, facilities, and utilities.

**END OF SECTION**

**SECTION 02200- EARTHWORK**

**Existing Utilities:** Locate by hand excavation and provide protection from drainage. Cooperate with Owner and utility companies for maintaining services. Do not break utility connections without providing temporary services.

**Repair damages** to existing utilities as directed by utility company.

**Protections:** Protect structures, utilities, sidewalks, pavements, and other facilities in area of work. Barricade

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

open excavations and provide warning lights. Comply with regulations of authorities having jurisdiction.

Provide bracing and shoring as required in excavations, to maintain sides and to protect adjacent structures from settlement, complying with local codes and regulations. Maintain until excavations are back-filled.

Sub-base Fill Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, or crushed slag free of vegetation, debris, or other objectionable materials.

Excavation: Remove and dispose of material encountered to obtain required sub-grade elevations, including pavement, obstructions visible on ground surface, underground structures and utilities indicated to be removed.

Rock excavation (boulders over ½ cu. Yd., solid rock in ledges, and rock-hard cementitious aggregate deposits), if encountered, will be paid for in accordance with contract conditions relative to changes in work.

Unauthorized excavation (removal of materials beyond indicated sub-grade elevations) may be filled with lean concrete, or corrected by extending indicated bottom elevation of footing to lower elevation, as acceptable to Owner.

Stockpile excavated materials where directed, until required for backfill and fill.

Excavate for structure to elevations and dimensions shown, extending excavation a sufficient distance to permit placing and removal of other work and for inspection. Trim bottom to required lines and grades to provide solid base to receive concrete.

If unsatisfactory soil materials are encountered at design elevations, continue excavation as directed by Owner. If conditions are not a result of Contractor's negligence, additional excavation will be measured as directed by Owner and paid for in accordance with contract conditions relative to changes in work.

Backfill and Fill: Place and compact acceptable soil material in layers to required elevations. Use soil material free of clay, rock or gravel larger than 2" in any dimension, debris, vegetable matter, waste, and frozen materials.

Backfill excavations: As promptly as work permits.

Prepare ground surface to receive fill by removing vegetation, debris, unsatisfactory soil materials and obstructions. Scarify as required so that fill material will bond with existing surface.

Place backfill and fill materials in layers not more than 8" in loose depth; compacting each layer to the required maximum density. Do not place materials on surfaces that are muddy, frozen, or contain ice or frost.

Compaction: Compact each layer or backfill and fill soil materials and the top 12" of sub-grade for structures, slabs, and pavements to 90% maximum density of cohesive soils and 95% for cohesionless soils. At lawns or unpaved areas: 85% maximum density for cohesive soils and 90% for cohesion less soils.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

Pavement Sub-base Course: Place sub-base material in layers of indicated thickness, over sub-grade surface to support walks and pavement. Place single layer for course 6" thick or less and equal layers for courses more than 6" thick. Compact each lift.

Grading: Grade areas indicated, including adjacent transition areas, with uniform levels or slopes between finish elevations. Shape surface of areas to within 0.10' above or below required sub-grade elevation, compacted as required.

Maintenance: Repair and re-establish grades in settled, eroded, rutted, or otherwise damaged areas. In damaged compacted areas, scarify surface, re-shape, and compact to required density prior to further construction.

Disposal: Transport acceptable excess excavated material to designated soil storage areas on site, stockpile or spread as directed. Remove and dispose of unacceptable excavated material, trash, and debris from site.

Disposal: Remove excess excavated material, trash, debris, and waste material from site.

**END OF SECTION**

**SECTION 022360- DRIVEN PILES**

Welder Qualifications: Qualify welders, welding processes and procedures in accordance with AWS "Structural Welding Code".

Driving Records: Submit copies of driving record of each pile not later than 2 days after driving. Include project name and number, name of Contractor, pile location and number, computed pile capacity, type and size of hammer used, type of pile driving cap used, rate of operation of pile driving equipment, pile dimensions, elevation of point, elevation of butt before and after cut-off, ground elevation, continuous record of number of blows for each foot of penetration, pile deviation, pile uplift and reaction, and any unusual occurrences during pile driving.

Protection: Protect structures, underground utilities and other construction from damage caused by pile driving operations. Pre-excavate for piles if required.

**Steel H-Section Piles:**

Steel: Hot-rolled carbon steel structural shapes and plates, complying with ASTM A 36.

Provide pile point reinforcement of same basic steel as pile sections. Weld web reinforcement plates with a continuous fillet weld on top and bottom edge only; weld flange reinforcement plates, angles or shapes with a continuous fillet weld on edges; unless otherwise indicated.

**Driving Piles:**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

General: Continuously drive piles at locations indicated, to require point elevation and driving resistance established by driving and loading of test piles.

Carefully maintain center of gravity for each group or cluster of piles to conform to locations shown on drawings.

Carefully plumb leads and pile before driving. Take care during driving to prevent and to correct any tendency of piles to twist or rotate.

Driving Tolerances: Drive piles within following maximum tolerances:

Location: 6" from location indicated for center of gravity of each single pile or pile groups; 1" for piles under walls.

Plumbness: Maintain 1" in 10'-0" from vertical, or a maximum of 4", measured when the pile is above ground, in leads.

Batter Angle: Maximum 1" in 10'-0" from required angle; measured when pile is above ground, in leads.

Damaged or Misdriven Piles: Damaged piles and piles driven outside required driving tolerances will not be accepted. Withdraw piles rejected after driving, and replace with new piles. Piles rejected after driving may be abandoned and cut-off, and additional piles driven to replace rejected units at designated locations.

Cutting-off: Cut-off tops of driven piles, square with pile axis and at elevations indicated. Dispose of excess materials off site. Re-coat cut-off tops of piles which have a protective coating. Use materials and methods to conform with existing coating.

Hammer shall weigh between 2000 and 5000 pounds. The minimum hammer energy, in foot-pounds, shall be 250 times the design load in tons. The drop shall be regulated to avoid injury to the piling, but in no case, shall the drop be greater than 10 feet. Ten ton loading minimum required.

Bearing Evaluation: Unless otherwise shown on the plans, the dynamic bearing resistance of piling shall be determined by the following formula:

Gravity Hammers

1. 
$$P = \frac{2WH}{S+1.0}$$

2. When energy delivered (@ X H) by gravity hammer is 24,000 foot-pounds or greater, and the penetration does not exceed 1/2 inch per blow for the last 40 blows delivered (without increasing), determine bearing resistance by:

$$P = \frac{2WH}{3S}$$

Where,

P=Dynamic resistance in pounds,

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

S=Average penetration in inches, per blow, for the last 20 blows,

W=Weight of ream, in pounds

H=Height of fall of ram, in feet.

Measurement and Payment:

Test piles that become part of completed foundation system will be considered as an integral part of work. No payment will be made for rejected piles, including piles driven out of place, imperfect piles, or piles damaged in driving or handling.

**END OF SECTION**

SECTION 03010- CONCRETE

Codes and Standards: ACI 301 "Specifications for Structural Concrete Buildings"; ACI 318, "Building Code Requirements for Reinforced Concrete", comply with applicable provisions except as otherwise indicated.

Concrete Testing Service: Employ acceptable testing laboratory to perform materials evaluation, testing and design of concrete mixes.

Owner will employ separate testing laboratory to evaluate concrete delivered to and placed at site.

Quality Control: Owner's testing laboratory will perform sampling and testing during concrete placement, which may include the following, as directed by Owner. This testing does not relieve Contractor of responsibility of providing concrete in compliance with specifications. Contractor may perform additional testing as necessary, at no expense to Owner, to ensure quality of concrete.

Sampling: ASTM C 172

Slump: ASTM C 143, one test for each load at point of discharge. (Max. 5")

Air Content: ASTM C 173, one for each set of compressive strength specimens.

Compressive Strength: ASTM C 39, one set for each truck for deck concrete and one set each 20 cu. Yds. or fraction there of each class of concrete; 2 specimens tested at 7 days, 3 specimens tested at 28 days, and one retained for later testing if required.

Test results will be reported in writing to Owner, Contractor and concrete producer on same day tests are made.

Manufacturer's Data: Submit manufacturer's product data with installation instructions for proprietary materials including reinforcement and forming accessories, admixtures, joint materials, hardeners, curing materials and others as requested by Owner.

Laboratory Reports: Submit 2 copies of laboratory test or evaluation reports for concrete materials and mix

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005  
designs.

Mix Proportions and Design: Proportion mixes by either laboratory trial batch or field experience method complying with ACI 301.

Submit written report to Owner for each proposed concrete mix at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed and are acceptable to Owner.

Mix designs may be adjusted when material characteristics, job conditions, weather, test result or other circumstances warrant. Do not use revised concrete mixes until submitted to and accepted by Owner.

Use air-entering admixture in all concrete, providing not less than 4% or more than 8% entrained air for concrete exposed to freezing and thawing, and from 2% to 4% for other concrete.

Concrete Materials:

Portland Cement: ASTM C 150, type as required.

Aggregates: ASTM C 33, except local aggregates of proven durability may be used when acceptable to Judge.

Water: Clean drinkable.

Air Entraining Admixture: ASTM C 260.

Water-Reducing Admixture: ASTM C 494. Only use admixtures which have been tested and accepted in mix designs, unless otherwise acceptable.

Form Materials:

Provide form materials with sufficient stability to withstand pressure of placed concrete without bow or deflection.

Exposed Concrete Surfaces: Suitable material to suit project conditions.

Reinforcing Materials:

Deformed Reinforcing Bars: ASTM A 615, Grade 60 unless otherwise indicated.

Welded Wire Fabric: ASTM A 185.

Forming and Placing Concrete:

Ready-Mix Concrete: ASTM C 94.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

Form work: construct so that concrete members and structures are of correct size, shape, alignment, elevation and position.

Provide openings in formwork to accommodate work of other trades. Accurately place and securely support items built into forms.

Clean and adjust forms prior to concrete placement. Apply form release agents of wet forms, as required. Retighten forms during concrete placement if required to eliminate mortar leaks.

Reinforcement: Position, support and secure reinforcement against displacement. Locate and support with metal chairs, runners, bolsters, spacers, and hangers, as required. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

Install welded wire fabric in as long lengths as practicable, lapping at least one mesh.

Joints: Provide construction, isolation, and control joints as indicated or required. Locate construction joints so as to not impair strength and appearance of structure. Place isolation and control joints in slabs-on-ground to stabilize differential settlement and random cracking.

Installation of Embedded Items: Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by cast-in-place concrete. Use setting diagrams, templates and instructions provided by others for locating and setting.

Concrete Placement: Comply with ACI, placing concrete in a continuous operation within planned joints or sections. Do not begin placement until work of other trades affecting concrete is completed.

Consolidate placed concrete using mechanical vibrating equipment with hand rodding and tamping, so that concrete is worked around reinforcement and other embedded items and into forms.

Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placement and curing.

In hot weather comply with ACI 318.

Concrete Finishes:

Exposed-to-view-Surfaces: Provide a smooth finish for exposed concrete surfaces and surfaces that are to be covered with a coating or covering or covering material applied directly to concrete. Remove fins and projections, patch defective areas with cement grout, and rub smooth.

Curing: Begin initial curing as soon as free water has disappeared from exposed surfaces. Where possible, keep continuously moist for not less than 72 hours. Continue curing by use of moisture-retaining cover or membrane-forming curing compound. Cure formed surfaces by moist curing until forms are removed. Provide protections as required to prevent damage to exposed concrete surfaces.

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

Concrete shall be free to cure under exposure to normal atmospheric conditions existing at job site unless specified otherwise. During hot weather curing, apply 1100-CLEAR all-resin, water emulsion concrete curing compound.

**END OF SECTION**

**SECTION 005120- STRUCTURAL STEEL**

**Codes and Standards:** AISC "Code of Standard Practice for Steel Buildings and Bridges"; AISC "Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings: including "Commentary", AWS "Structural Welding Code"; comply with applicable provisions except as otherwise indicated.

**Shop Drawings:** Show complete details and schedules (if required) for fabrication, assembly and erection. Furnish anchor bolts required for installation in other work; furnish templates for bolt installation.

**Steel Pipe:** ASTM A 53, Type E or S, Grade B.

**Fasteners:** High-strength bolts and nuts, ASTM A 325 or A 490; unfinished bolts and nuts, ASTM A 307, Grade A.

**Shop Paint:** FS TT-P\_86, Type II; or, SSPC-Paint 14.

**Fabrication:** Comply with AISC "Specifications" and final shop drawings. Mark and match- mark units for field assembly.

**Connections:** As shown on drawings. Use high-strength bolts for field connections, except as otherwise indicated.

**Comply with AWS** Code for procedures, appearance, and quality of welds.

**Provisions for Other Work:** Fabricate structural steel members or portions of members embedded in concrete or mortar, and contact areas to be welded or riveted. Clean steel free of loose mill scale, rust, oil and grease. Apply prime paint to provide a minimum dry film thickness of 2.0 mils.

**Erection:** comply with AISC Code and Specifications, and maintain work in safe and stable condition during erection. Provide temporary bracing and shoring as required; remove when final connections are placed.

**END OF SECTION**

**SECTION 05500- METAL FABRICATION**

**Codes and Standards:** AISC "Specifications for the Design, Fabrication and Erection of Structural Steel for



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

COLORADO COUNTY BID 19-005

Buildings", AWS "Structural Welding Code"; Comply with applicable provisions unless otherwise indicated.

Inserts and Anchorage's: Furnish inserts and anchoring devices to be built into other work for installation of miscellaneous metal items; coordinate delivery to job site to avoid delay.

Steel Plates, Shapes, Bars: ASTM A 26.

Cold-formed Steel Tubing: ASTM A 500, Grade B.

Steel Pipe: ASTM A 53, Type E or S, Grade B.

Structural Cold-Rolled Steel Sheets: ASTM A 570.

Galvanized Structural Steel Sheets: ASTM A 466, Coating Designation G 90.

Concrete Inserts: Malleable iron (ASTM A 47) or cast steel (ASTM A 27) inserts, with steel bolts, washer and shims; hot dip galvanized.

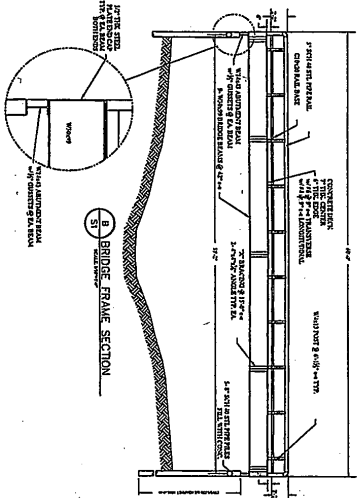
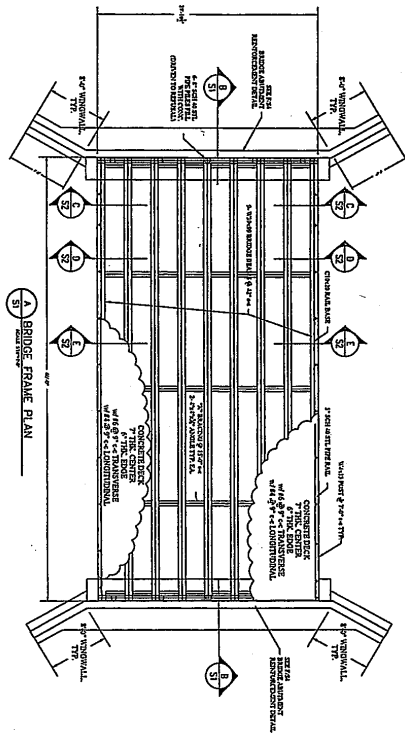
Shop Paint: FS TT-P-86, Type II, or SSPC- Paint 14. Apply to clean and degreased steel surfaces at rate to provide a 2.0-mil dry film thickness.

Galvanizing: ASTM A 386 for assembled products; A 153 for iron and steel hardware.

Fabrication, General: Use materials of size and thickness shown or, if not shown, of required size, grade and thickness to produce strength and durability in finished product. Shop-paint all items not specified to be galvanized after fabrication. Weld corners and seams continuously, grind exposed welds smooth and flush. Form exposed connections with hairline, flush joints; use concealed fasteners where possible.

**END OF SECTION**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**



- 1. GENERAL**
1. ALL WORK AND MATERIALS SHALL BE SUBJECT TO THE APPROVAL AND INSPECTION OF THE COLORADO COUNTY ENGINEER.
  2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COLORADO COUNTY ENGINEER AND THE COLORADO COUNTY COMMISSIONER'S COURT.
  3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COLORADO COUNTY ENGINEER AND THE COLORADO COUNTY COMMISSIONER'S COURT.
  4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COLORADO COUNTY ENGINEER AND THE COLORADO COUNTY COMMISSIONER'S COURT.
  5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COLORADO COUNTY ENGINEER AND THE COLORADO COUNTY COMMISSIONER'S COURT.
  6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COLORADO COUNTY ENGINEER AND THE COLORADO COUNTY COMMISSIONER'S COURT.
  7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COLORADO COUNTY ENGINEER AND THE COLORADO COUNTY COMMISSIONER'S COURT.
  8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COLORADO COUNTY ENGINEER AND THE COLORADO COUNTY COMMISSIONER'S COURT.
  9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COLORADO COUNTY ENGINEER AND THE COLORADO COUNTY COMMISSIONER'S COURT.
  10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COLORADO COUNTY ENGINEER AND THE COLORADO COUNTY COMMISSIONER'S COURT.

NO.	DATE	BY	REVISION
1	10/28/19	AS	ISSUED FOR BIDDING
2	10/28/19	AS	REVISED PER COMMENTS
3	10/28/19	AS	REVISED PER COMMENTS
4	10/28/19	AS	REVISED PER COMMENTS
5	10/28/19	AS	REVISED PER COMMENTS

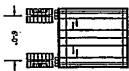
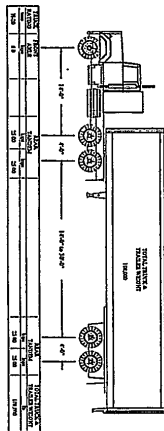
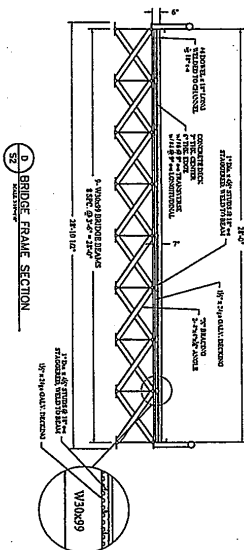
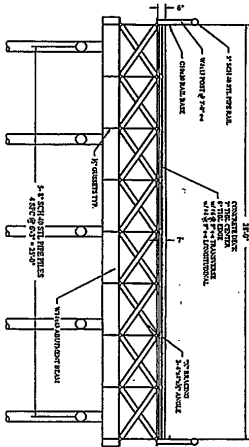
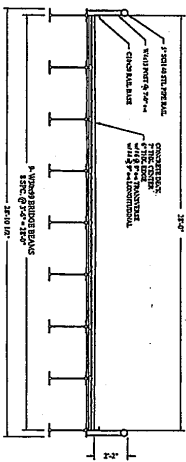
**PROPOSED BRIDGE**

10-28-19

A. F. HARRIS & SONS  
ENGINEERS & ARCHITECTS  
1000 N. 10TH ST., SUITE 100  
DENVER, CO 80202  
TEL: 303.733.1111  
WWW.AFHARRISANDSONS.COM

BRIDGE FRAME  
PLAN/SECTION

**MINUTES OF THE COLORADO COUNTY**  
**COMMISSIONER'S COURT REGULAR MEETING**  
**OCTOBER 28, 2019**



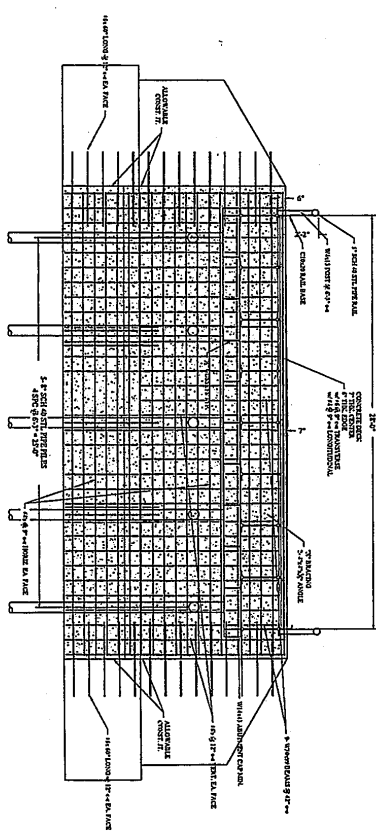
PROPOSED 800' BRIDGE  
 COUNTY ROAD 270  
 COLORADO COUNTY

PROJECT NO. 1922-19  
 DRAWING NO. BRIDGE FRAME SECTION  
 DATE: 10/23/2019

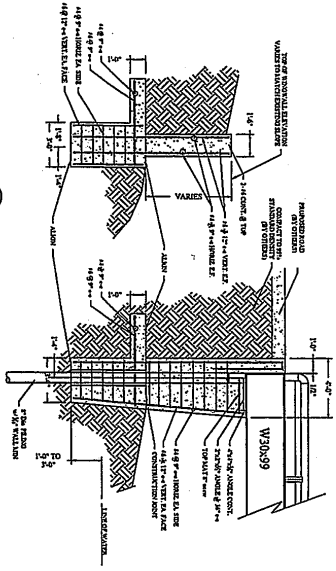
PREPARED BY: [Signature]  
 CHECKED BY: [Signature]  
 DATE: 10/23/2019

SCALE: AS SHOWN

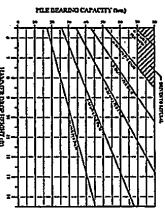
**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**



(A) BRIDGE ABUTMENT REINFORCEMENT



(B) ABUTMENT DETAILS



NO.	REVISION	DATE	BY	CHKD.

PROJECT TITLE: BRIDGE FRAMED CONCRETE DECK SECTIONS PROJECT NO.: 19-001 DRAWING NO.: 19-001-01 DATE: 10/28/19	

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

- \_14. Set date to canvass November 5, 2019 Constitutional Amendment Election (November 8-18, 2019). (Menke)

**Kimberly Menke, County Clerk suggested the date of November 15, 2019 at 8:15 AM,  
to canvass the November 5, 2019 Constitutional Amendment Election.**

**Motion by Judge Prause to approve setting date to canvass November 5, 2019**

**Constitutional Amendment Election for November 15, 2019 at 8:15 AM; seconded**

**by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.**

- \_15. Consent Items:
- a. Colorado County 2019 Levy Roll from the Colorado County Central Appraisal District.
  - b. Continuation Certificate for Superheavy or Oversize Permit Bond No. RLB0001510 posted by Wagner Oil Company (10/29/2019 - 10/29/2020).
  - c. Superheavy or Oversize Permit Bond No. K15370907 posted by Strike, LLC (9/24/2019 - 9/24/2020).
  - d. Renewal of annual membership with Lower Colorado River Basin Coalition (LCRBC) and payment of dues in the amount of \$500.00.

**Motion by Commissioner Hahn to approve all Consent Items as presented;**

**seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so  
ordered.**

**(See Attachments)**

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019

**COLORADO COUNTY CENTRAL APPRAISAL DISTRICT**

P.O. Box 10  
106 Cardinal Lane  
Columbus, Texas 78934-0010  
[coloradocountycad@sbcglobal.net](mailto:coloradocountycad@sbcglobal.net)

Phone 979-732-8222

Fax 979-732-6485

October 1, 2019

Dear Taxing Entity:

Enclosed is a CD that contains the 2019 Levy Roll for your taxing entity. Please contact me at the above number if you have any questions.

Sincerely,



Cindy Kubesch, RTA  
Colorado County CAD

Enclosure

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

OCTOBER 28, 2019

*WAGNER OIL COMPANY*

October 10, 2018

The Honorable Ty Prause  
County Judge, Colorado County  
400 Spring Street, Room 107  
Columbus, Texas 78934

Re: Superheavy or Oversize Permit Bond  
Bond No. RLB0001510 – Continuation Certificate  
Effective October 29, 2019 – October 29, 2020  
Wagner Oil Company  
Colorado County, Texas

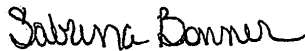
Attn: Ms. Susan Rogers

Dear Ms Rogers:

Attached you will find Wagner Oil Company's Continuation Certificate for our bond which has been in effect since October 29, 1999. Wagner Oil Company will continue to maintain our bond until we are no longer operating any wells in Colorado County, Texas.

Thank you for your assistance, if you should require any additional information please contact me at 817-335-2222.

Sincerely,



Sabrina Bonner  
Regulatory Analyst  
Wagner Oil Company

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

OCTOBER 28, 2019



RLI Insurance Company  
2925 Richmond Ave, Suite 1600  
Houston, TX 77098  
Phone: (713) 961-1300 Fax: (713) 961-0285

CONTINUATION  
CERTIFICATE

RLI Insurance Company hereby continues in  
force Bond No. RLB0001510, effective October 29, 1999 briefly described as  
SUPERHEAVY OR OVERSIZE PERMIT  
bound unto the COUNTY OF COLORADO, TX  
on behalf of WAGNER OIL COMPANY  
in the sum of \$ 100,000.00 Dollars, for the term beginning October 29, 2019  
and ending October 29, 2020, subject to all the covenants and conditions of the original bond, or any  
riders issued to the bond referenced above.

This Continuation Certificate is executed upon the express condition that the Surety's liability shall not be  
cumulative, and shall be limited at all times by the amount of the penalty stated in the bond, or by any riders  
issued amending the penalty of the bond. All other conditions and terms to remain as originally written or  
previously amended by rider.

Dated this 25th day of September, 2019.

WAGNER OIL COMPANY  
Principal  
By: [Signature]  
Bryan Wagner, President  
(Print Name/Title)

RLI Insurance Company  
2925 Richmond Ave, Suite 1600  
Houston, TX 77098  
Surety  
By: [Signature]  
Michelle Madl, Attorney in Fact



THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE OBLIGEE.



MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

RLB0001510

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:

Geoffrey King, Trent Colan, Katie Nguyen, Greg Chilson, Jacqueline M. Bockler, Michelle Madl

in the City of Houston, State of Texas, as it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on their behalf as Surety and as their act and deed, all of the following classes of documents to-wit:

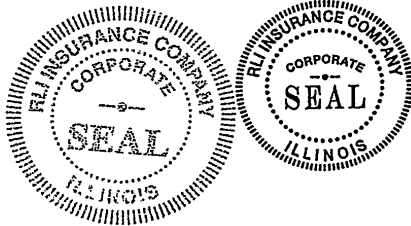
\$ 100,000.00

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnify in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

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, RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seals affixed this 25th day of September, 2019.



RLI Insurance Company

By: Barton W. Davis  
Barton W. Davis Vice President

State of Illinois  
County of Peoria

} SS

CERTIFICATE

On this 25th day of September, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 25th day of September, 2019.

By: Gretchen L. Johnigk  
Gretchen L. Johnigk Notary Public

RLI Insurance Company  
By: Jean M. Stephenson  
Jean M. Stephenson Corporate Secretary



A00560AG318

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019

**SUPERHEAVY OR OVERSIZE PERMIT BOND**

Bond Number K15370907

THE STATE OF TEXAS;

COUNTY OF COLORADO: KNOW ALL MEN BY THESE PRESENTS:

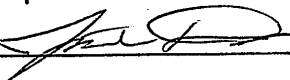
That we, Strike, LLC, of  
The Woodlands, TX, as  
Principal, and Westchester Fire Insurance Company, a  
corporation duly licensed to do business in the State of Texas, as Surety, are held  
and firmly bound unto the County of Colorado, Texas in the penal sum of One  
Hundred Thousand Dollars (\$100,000.00) for the first mile and One Hundred  
Thousand Dollars (\$100,000) each additional mile, to the payment of which, well  
and truly to be made, we hereby bind ourselves, our heirs, executors,  
administrators and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that the said  
Principal will make payment to the County of Colorado, Texas of and for any and  
all damages that may be sustained to any highway or bridge under the  
jurisdiction of the County of Colorado, Texas by virtue of the operation of any  
equipment by the said Principal, for which a permit is issued to operate under the  
provisions of Transportation Code, Section 623.018.

NOW, THEREFORE, if the said Principal shall pay to the County of  
Colorado, Texas any and all damages that may be sustained to any highway as  
above recited by virtue of the operation of any equipment under the provisions of  
the law referred to above during a period beginning with the date of this bond and  
ending September 24, 2020, then this obligation to be null and void,  
otherwise to remain in full force and virtue of Law.

Dated this the 24th day of September, 2019.

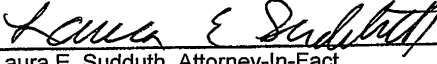
Strike, LLC  
Principal

By  RISK MANAGER  
Title

Westchester Fire Insurance Company  
Surety

Countersigned

By   
Texas Resident Agent

By   
Laura E. Sudduth, Attorney-In-Fact

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

**CHUBB**  
Power of Attorney

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Orlando Aguirre, Mario Arzamendi Sr., Mary Ann Garcia, Tannis Mattson, Sandra Parker, Gina A. Rodriguez, Laura E. Sudduth and Amanda Turman-Avina of Houston, Texas-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 19<sup>th</sup> day of February, 2019.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS:

On this 19<sup>th</sup> day of February, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS  
NOTARY PUBLIC OF NEW JERSEY  
No. 50072400  
Commission Expires November 22, 2022

*Rose Curtis*  
Notary Public

**CERTIFICATION**

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006 ; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment")

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 24<sup>th</sup> day of September, 2019



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail surety@chubb.com

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019



Lower Colorado River Basin Coalition  
PO Box 768  
Bay City, TX 77414

### Membership Renewal Request

Colorado County, Texas  
Judge Ty Prause  
400 Spring St, Ste 107  
Columbus, TX 78934

Membership Information	
Renewal Due	Amount
November 1, 2019	\$500.00
Category	
50 PublicEntity	

Member Since: June 2014

10/3/2019

Dear Ty

Email: [ty.prause@co.colorado.tx.us](mailto:ty.prause@co.colorado.tx.us)

Thank you for your support of the Lower Colorado River Basin Coalition. We hope you will renew your annual membership so we can continue our valuable work. Over the past year we have achieved some notable successes in advancing our Coalition goals:

- gave input to the Sunset Commission during its review of LCRA operations and policies
- worked with TCEQ on protecting the Colorado River from chemical pollution in Colorado County
- successfully protested a proposed Hazardous Waste Landfill between Columbus and El Campo.

In addition, we met in September to update our bylaws and elect new officers for the next biennium. All in all, it's been a good year for our diverse coalition. There is strength in working together for the good of the lower Colorado River basin.

All of this activity takes time and attention, and effective administrative support. We hope you will renew your commitment to keeping clean, fresh water flowing down our river - for all the ways it benefits the lower basin. Whether environmental, farming, industrial, domestic, or sport hunting and fishing, the benefits of a robust river are important to all of us.

- Renewal is simple.
1. Online a. Go to our website [www.WaterDownstream.org](http://www.WaterDownstream.org)  
b. Select Act Now  
c. Select the Membership Category and amount you prefer, or
  2. Credit Card by phone (call 979-245-8333), or
  3. Check (mail to: Bay City Chamber of Commerce, Attn: Mitch Thames  
PO Box 768, Bay City, TX 77414 Note: LCRBC

Your support will mean we can continue to fight for the lower basin - to watch and work for a healthier Colorado River. Thank you!

Kirby Brown, Chair of the Executive Board

[info@waterdownstream.org](mailto:info@waterdownstream.org)

Your membership may be deductible for tax purposes.  
Please consult your tax advisor or attorney. 501(c)(6)

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

\_16. Examine and approve all accounts payable and budget amendments.

**Motion by Commissioner Hahn to approve all accounts payable and budget amendments; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

10/28/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND      CYCLE: ALL      PAGE 1  
 TIME:08:25 AM      CLAIMS FOR PAYMENT AS OF OCT. 28, 2019      PREPARER:0004

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
<b>0100-TOTAL REVENUES/CARRY-OVER</b>				
RAUL ESQUIVEL	209251	A	REF DUPLICATE PMT OF SO TICKET	5.00
RAUL ESQUIVEL	209253	A	REF DUPLICATE PMT OF SO TICKET	3.00
RAUL ESQUIVEL	209254	A	REF DUPLICATE PMT OF SO TICKET	4.00
RAUL ESQUIVEL	209256	A	REF DUPLICATE PMT OF SO TICKET	57.00
RAUL ESQUIVEL	209257	A	REF DUPLICATE PMT OF SO TICKET	66.00
STATE COMPTROLLER	209189	A	NONDISCLOSURE FEES/4TH QTR 2019	140.00
WEIMAR LTC PARTNERS INS	209162	A	REFUND OVERPAYMNT OF AMBULANCE CHGS	134.57
<b>DEPARTMENT TOTAL</b>				<b>409.57</b>
<b>0200-LIABILITY ACCOUNTS</b>				
OMNIBASE SERVICES OF TEXAS	209127	A	3RD QTR JP#1 OMNI FEES/PSID#001045	384.00
OMNIBASE SERVICES OF TEXAS	209128	A	3RD QTR JP#2 OMNI FEES/PSID#002045	228.00
OMNIBASE SERVICES OF TEXAS	209129	A	3RD QTR JP#3 OMNI FEES/PSID#003045	516.00
OMNIBASE SERVICES OF TEXAS	209130	A	3RD QTR JP#4 OMNI FEES/PSID#004045	138.00
OMNIBASE SERVICES OF TEXAS	209131	A	3RD QTR CCLK OMNI FEES/PSID#007045	24.00
PERDUE, BRADON, FIELDER, COLDER &	209132	A	SEPT COCLK DLQ ATTY COLLECTION FEES	111.40
PERDUE, BRADON, FIELDER, COLDER &	209133	A	SEPT DCLK DLQ ATTY COLLECTION FEES	239.90
RAUL ESQUIVEL	209248	A	REF DUPLICATE PMT OF SO TICKET	40.00
RAUL ESQUIVEL	209249	A	REF DUPLICATE PMT OF SO TICKET	30.00
RAUL ESQUIVEL	209255	A	REF DUPLICATE PMT OF SO TICKET	4.00
RAUL ESQUIVEL	209258	A	REF DUPLICATE PMT OF SO TICKET	30.00
STATE COMPTROLLER	209164	A	WARRANT FEES/4TH QTR 2019	25.07
STATE COMPTROLLER	209165	A	ARREST FEES/4TH QTR 2019	451.85
STATE COMPTROLLER	209166	A	CONSOLIDATED CRT COSTS/4TH QTR 2019	36,375.19
STATE COMPTROLLER	209167	A	TIME PAYMENTS/4TH QTR 2019	267.45
STATE COMPTROLLER	209168	A	STATE TRAFFIC FINES/4TH QTR 2019	19,688.65
STATE COMPTROLLER	209169	A	FTA FEES/4TH QTR 2019	4,300.00
STATE COMPTROLLER	209170	A	JUDICIAL SUPPORT FEES/4TH QTR 2019	4,723.16
STATE COMPTROLLER	209171	A	JURY SERVICE FEES/4TH QTR 2019	3,253.09
STATE COMPTROLLER	209172	A	JUVENILE PROBATION DIV/4TH QTR 2019	54.00
STATE COMPTROLLER	209173	A	EMS TRAUMA FEES/4TH QTR 2019	1,151.93
STATE COMPTROLLER	209174	A	BAIL BOND FEES/4TH QTR 2019	1,539.00
STATE COMPTROLLER	209175	A	JUD FUND-CONST CO CRT/4TH QTR 2019	725.50
STATE COMPTROLLER	209176	A	INDIGENT DEFENSE FUND/4TH QTR 2019	1,723.05
STATE COMPTROLLER	209177	A	VARIOUS CC'S PRIOR TO 2004/4TH QTR	108.25
STATE COMPTROLLER	209178	A	DNA TESTING-COMM SUPVN/4TH QTR 2019	466.13
STATE COMPTROLLER	209179	A	MOVING VIOLATION/4TH QTR 2019	58.95
STATE COMPTROLLER	209180	A	TRUANCY PREVENTION & DIVERS/4TH QTR	1,337.03
STATE COMPTROLLER	209181	A	BIRTH CERTIFICATE FEES/4TH QTR 2019	648.00
STATE COMPTROLLER	209182	A	DIVORCE & FAMILY LAW CASES/4TH QTR	661.50
STATE COMPTROLLER	209183	A	OTHER THAN DIVORCE/FAMILY/4TH QTR	5,940.00
STATE COMPTROLLER	209184	A	JUSTICE COURT FILING FEES/4TH QTR	256.64
STATE COMPTROLLER	209185	A	CONST CO COURT-FILING FEES/4TH QTR	518.70
STATE COMPTROLLER	209186	A	MARRIAGE LICENSE FEES-FORML/4TH QTR	750.00
STATE COMPTROLLER	209187	A	DIST CRT-INDIGENT LEGAL SVCS	1,288.29
STATE COMPTROLLER	209188	A	JUDICIAL SUPPORT FEES/4TH QTR 2019	9,351.61
STATE COMPTROLLER	209190	A	JUDICIAL & CRT TRAINING FEE/4TH QTR	1,695.10
STATE COMPTROLLER	209191	A	SPECIALTY COURT PROGRAM FEE/4TH QTR	817.48
STATE COMPTROLLER	209230	A	CIVIL E-FILING FEES/4TH QTR 2019	6,571.82
STATE COMPTROLLER	209231	A	CRIMINAL COST E-FILING FEES/4TH QTR	282.53
<b>DEPARTMENT TOTAL</b>				<b>106,775.27</b>
<b>0400-COUNTY JUDGE</b>				
GREATAMERICA FINANCIAL SVCS	209043	R	COPIER LEASE PMT/INV#25662217	128.00
TIME WARNER CABLE ENTERPRISES LLC	209035	R	TRUNKED VOICE SERVICE	37.64
<b>DEPARTMENT TOTAL</b>				<b>165.64</b>
<b>0401-COMMISSIONER'S COURT</b>				

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019

10/28/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND  
 TIME:08:25 AM CLAIMS FOR PAYMENT AS OF OCT. 28, 2019

CYCLE: ALL PAGE 2  
PREPARER:0004

---

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	CRAIN, CATON & JAMES, P.C.	209026	R	DEFENSE COSTS/ALTAIR DISPOSAL SVCS	22,618.46
	CRAIN, CATON & JAMES, P.C.	209286	A	DEFENSE COSTS/INLAND ENVIRONMENTAL	22,746.00
	DEPARTMENT TOTAL				45,364.46
0403-COUNTY CLERK					
	TIME WARNER CABLE ENTERPRISES LLC	209030	R	TRUNKED VOICE SERVICE	56.45
	DEPARTMENT TOTAL				56.45
0410-ELECTIONS					
	SYNCB/AMAZON	209150	A	HP LASERJET PRINTER FOR ELECTIONS	174.01
	DEPARTMENT TOTAL				174.01
0426-COUNTY COURT					
	URSULA S. STEPHENS	209264	A	INTERPRETER SVCS ON 10-11 & 10-23	400.00
	DEPARTMENT TOTAL				400.00
0428-PUBLIC DEFENDER					
	PRESTIGE OFFICE PRODUCTS, LLC	209134	A	PRINTER CARTRIDGE/INV#115452	97.99
	TIME WARNER CABLE ENTERPRISES LLC	209038	R	TRUNKED VOICE SERVICE	18.82
	DEPARTMENT TOTAL				116.81
0450-DISTRICT CLERK					
	GREATAMERICA FINANCIAL SVCS	209107	A	KYOCERA COPIER LEASE PMT	120.40
	TIME WARNER CABLE ENTERPRISES LLC	209031	R	TRUNKED VOICE SERVICE	37.64
	DEPARTMENT TOTAL				158.04
0451-JUSTICE OF THE PEACE #1					
	XEROX FINANCIAL SERVICES	209216	A	OCT XEROX LEASE PMT/INV#1818569	125.00
	DEPARTMENT TOTAL				125.00
0452-JUSTICE OF THE PEACE #2					
	BOE REEVES	209055	A	MILEAGE (9-30 THRU 10-13)	55.68
	XEROX FINANCIAL SERVICES	209217	A	OCT XEROX LEASE PMT/INV#1818569	125.00
	DEPARTMENT TOTAL				180.68
0453-JUSTICE OF THE PEACE #3					
	PRESTIGE OFFICE PRODUCTS, LLC	209246	A	OFFICE SUPPLIES/INV#115415	29.50
	TEXAS STATE UNIVERSITY	209260	R	EXPERIENCED COURT PERSONNEL SEMINAR	150.00
	TEXAS STATE UNIVERSITY	209261	R	FY2020 JUSTICE OF THE PEACE SEMINAR	315.00
	TIME WARNER CABLE ENTERPRISES LLC	209037	R	TRUNKED VOICE SERVICE	37.64
	XEROX FINANCIAL SERVICES	209218	A	OCT XEROX LEASE PMT/INV#1818569	125.00
	DEPARTMENT TOTAL				657.14
0454-JUSTICE OF THE PEACE #4					
	WALMART COMMUNITY/RFCSSLLC	209160	A	(7) FOLDING CHAIRS FOR JP#4/TR#6455	171.29
	DEPARTMENT TOTAL				171.29
0475-COUNTY ATTORNEY					
	CHASE CARD SERVICES	209193	A	IDEAL STAMP PAD FOR CO ATTY	7.70
	CHASE CARD SERVICES	209194	A	OMNI HOTEL FOR J MOORE	115.00
	HAMPTON INN & SUITES SAN MARCOS	209110	A	2 NIGHTS HOTEL ROOM/CONF#54550426	294.40
	HAMPTON INN & SUITES SAN MARCOS	209111	A	2 NIGHTS HOTEL ROOM/CONF#54550426	294.40
	NET TRANSCRIPTS, INC	209120	A	TRANSCRIPTION ON CASE#CR19-096	203.08
	OFFICE DEPOT, INC.	209124	A	OFFICE SUPPLIES/INV#385468910001	386.82
	OFFICE DEPOT, INC.	209125	A	OFFICE SUPPLIES/INV#385475017001	123.87
	OFFICE DEPOT, INC.	209126	A	OFFICE SUPPLIES/INV#385475018001	23.97
	STATE BAR OF TEXAS	209146	A	TX CRIMINAL PJC-INTOXICATION	150.00

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

10/28/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 3  
TIME:08:25 AM CLAIMS FOR PAYMENT AS OF OCT. 28, 2019 PREPARER:0004

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
SYNCB/AMAZON	209148	A	HP LASERJET PRO PRINTER FOR CO ATTY	349.00
TDCAA	209155	A	(4) 2019 LEGISLATIVE UPDATE	400.00
TDCAA	209158	A	(2) CRIMINAL LAWS OF TX BOOKS	165.00
TIME WARNER CABLE ENTERPRISES LLC	209036	R	TRUNKED VOICE SERVICE	75.28
XEROX FINANCIAL SERVICES	209222	A	OCT XEROX LEASE PMT/INV#1818569	300.00
DEPARTMENT TOTAL				2,888.52
0495-COUNTY AUDITOR'S OFFICE				
CHERI TELLO	209284	A	FALL DOT COMPLIANCE MINI CONF EXPS	55.12
TAMMY WOOLLS	209285	A	FALL DOT COMPLIANCE MINI CONF EXPS	10.00
TIME WARNER CABLE ENTERPRISES LLC	209033	R	TRUNKED VOICE SERVICE	37.64
XEROX FINANCIAL SERVICES	209219	A	OCT XEROX LEASE PMT/INV#1818569	125.00
DEPARTMENT TOTAL				227.76
0497-COUNTY TREASURER				
TIME WARNER CABLE ENTERPRISES LLC	209034	R	TRUNKED VOICE SERVICE	18.82
DEPARTMENT TOTAL				18.82
0499-TAX ASSESSOR-COLLECTOR				
PRESTIGE OFFICE PRODUCTS, LLC	209229	A	OFFICE SUPPLIES/INV#115311	20.35
SYNCB/AMAZON	209153	A	HP LASERJET PRINTER FOR TAX A/C	348.90
TIME WARNER CABLE ENTERPRISES LLC	209032	R	TRUNKED VOICE SERVICE	37.64
DEPARTMENT TOTAL				406.89
0510-COURTHOUSE BUILDING				
A-LINE AUTO PARTS	209054	A	PREMIX/CUST#46398	99.94
A-LINE AUTO PARTS	209224	A	OIL/CUST#46398	7.41
COLUMBUS PLUMBING & SERVICE, INC.	209225	A	PLUMBING PART/INV#2957	50.00
DOUBLE "C" PEST CONTROL	209044	R	PEST CONTROL @ JP@2/INV#3545	40.00
GULF COAST PAPER CO., INC.	209226	A	CLEANING SUPPLS/INV#1753655,1753665	802.40
GULF COAST PAPER CO., INC.	209227	A	MICROFIBER MOP HANDLE/INV#1745783	13.00
GULF COAST PAPER CO., INC.	209228	A	TISSUE/INV#1749989	8.02
TEXAS AIRSYSTEMS, LLC	209157	A	AC SMART INSTALLATION/INV#SER076136	5,325.00
TRACTOR SUPPLY CREDIT PLAN	209263	A	GLYPHOSATE	49.99
WALMART COMMUNITY/RFCSLLC	209161	A	TP,PAPER TOWELS,AIR SPRAY/TR#07005	69.77
WALMART COMMUNITY/RFCSLLC	209265	A	CLEANING SUPPLIES/TR#07985	34.18
DEPARTMENT TOTAL				6,499.71
0530-EMERGENCY MANAGEMENT				
AT&T MOBILITY	209233	A	CELLULAR SVC/ACCT#826401607	2.00
DEPARTMENT TOTAL				2.00
0540-EMS DIRECTOR/AMBULANCE				
BOUND TREE MEDICAL, LLC	209056	A	MEDICAL SUPPLIES/INV#83376841	111.98
CHASE CARD SERVICES	209195	A	CASE FOR iPhone XR	54.12
CHASE CARD SERVICES	209197	A	FAXAGE FOR EMS	3.54
CHASE CARD SERVICES	209198	A	PIG PARTS FOR TRAINING CLASS	245.00
D-ZEE'S AUTOMOTIVE	209101	A	TRUCK REPAIRS/INV#29235	143.45
DSS DRIVING SAFETY SERVICES, LLC	209102	A	PRE-EMPLOYMENT DRUG TESTS	140.00
DSS DRIVING SAFETY SERVICES, LLC	209103	A	RANDOM N/D DRUG TESTS	60.00
EMS MANAGEMENT & CONSULTANTS, INC.	209104	A	SEPT EMS BILLING SVCS/INV#037195	2,551.42
PRESTIGE OFFICE PRODUCTS, LLC	209135	A	TONERS & SHREDDER OIL/INV#115413	273.36
QUADMED, INC.	209136	A	MEDICAL SUPPLIES/INV#157265,157267	438.06
QUADMED, INC.	209137	A	MEDICAL SUPPLIES/INV#156945,156946	40.24
QUADMED, INC.	209138	A	MEDICAL SUPPLIES/INV#156968,157009	389.29
SYNCB/AMAZON	209149	A	(2) SHOP VACS FOR EMS	105.98
SYNCB/AMAZON	209151	A	UPS BATTERY & iPad CASE FOR EMS	288.98



**MINUTES OF THE COLORADO COUNTY  
 COMMISSIONER'S COURT REGULAR MEETING  
 OCTOBER 28, 2019**

10/28/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 4  
 TIME:08:25 AM CLAIMS FOR PAYMENT AS OF OCT. 28, 2019 PREPARER:0004

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
<b>XEROX FINANCIAL SERVICES</b>				
	209220	A	OCT XEROX LEASE PMT/INV#1818569	150.00
<b>DEPARTMENT TOTAL</b>				<b>4,995.42</b>
<b>0555-911 RURAL ADDRESSING</b>				
CONDR COMMUNICATIONS	209100	A	AVAYA PHONE SYSTEM FOR 911RA & EMC	1,889.86
SYNCB/AMAZON	209147	A	MEMORY FOR 911RA	127.87
<b>DEPARTMENT TOTAL</b>				<b>2,017.73</b>
<b>0560-COUNTY SHERIFF</b>				
A L & M BUILDING SUPPLY				
	209050	A	CAR WASH BRUSH/CUST#5134	53.96
BRASHER MOTOR CO. OF WEIMAR, INC				
	209232	A	2016 CHEV TAHOE REPAIRS/INV#302478	4,156.30
CAVENDER CHRYSLER JEEP DODGE RAM				
	209059	A	CHARGER OIL CHG & REPAIRS/INV#71593	99.43
COLORADO CO TAX ASSESSOR/COLLECTOR				
	209027	R	VEHICLE REG RENEWAL/LP#LLR7742	7.50
FEDERAL EXPRESS CORP				
	209238	A	SHIPPING CHGS/INV#6-770-98932	37.93
MPH INDUSTRIES, INC.				
	209119	A	ANTENNA CABLE ASSY/INV#6009284	217.42
MPH INDUSTRIES, INC.				
	209242	A	RADAR PARTS/INV#6009391	200.00
O'REILLY AUTO PARTS				
	209121	A	VEHICLE CLEANING SUPPL/CUST#1269383	179.56
O'REILLY AUTO PARTS				
	209122	A	BATTERY/CUST#1269383	132.59
O'REILLY AUTO PARTS				
	209243	A	BATTERIES/CUST#1269383	228.40
O'REILLY AUTO PARTS				
	209244	A	KEYS/CUST#1269383	7.99
SCHNEIDER TIRE & LUBE LLC				
	209142	A	OIL CHG & INSPECTION/#28733,28758	51.98
SCHNEIDER TIRE & LUBE LLC				
	209143	A	OIL CHGS/INV#28762	88.96
SCHNEIDER TIRE & LUBE LLC				
	209163	A	OIL CHANGE/INV#28811	44.98
SYNCB/AMAZON				
	209152	A	(18) VIDEO UNDER CABINET MOUNT	332.64
TIME WARNER CABLE ENTERPRISES LLC				
	209159	A	FIBER INTERNET @ SHERIFF DEPT	1,114.82
WALMART COMMUNITY/RFCSLLC				
	209267	A	HARD DRIVE/TR#00013	101.42
<b>DEPARTMENT TOTAL</b>				<b>7,055.88</b>
<b>0565-OPERATION OF JAIL</b>				
A L & M BUILDING SUPPLY				
	209052	A	KEYS/CUST#5134	43.78
A L & M BUILDING SUPPLY				
	209053	A	SCREWS, HX NUT & LOCKWASH/CUST#5134	0.87
BRYAN RADIOLOGY ASSOCIATES				
	209058	A	RADIOLOGY/BRA109544/10-8-19/INMATE	53.73
CLINICAL SOLUTIONS PHARMACY				
	209060	A	SEPT INMATE MEDICINE/INV#68209	328.65
CLINICAL SOLUTIONS PHARMACY				
	209061	A	SEPT INMATE MEDICINE/INV#68209	179.34
CLINICAL SOLUTIONS PHARMACY				
	209062	A	SEPT INMATE MEDICINE/INV#68209	15.27
CLINICAL SOLUTIONS PHARMACY				
	209063	A	SEPT INMATE MEDICINE/INV#68209	24.40
CLINICAL SOLUTIONS PHARMACY				
	209064	A	SEPT INMATE MEDICINE/INV#68209	5.40
CLINICAL SOLUTIONS PHARMACY				
	209065	A	SEPT INMATE MEDICINE/INV#68209	64.30
CLINICAL SOLUTIONS PHARMACY				
	209066	A	SEPT INMATE MEDICINE/INV#68209	22.71
CLINICAL SOLUTIONS PHARMACY				
	209067	A	SEPT INMATE MEDICINE/INV#68209	5.56
CLINICAL SOLUTIONS PHARMACY				
	209068	A	SEPT INMATE MEDICINE/INV#68209	5.83
CLINICAL SOLUTIONS PHARMACY				
	209069	A	SEPT INMATE MEDICINE/INV#68209	14.50
CLINICAL SOLUTIONS PHARMACY				
	209070	A	SEPT INMATE MEDICINE/INV#68209	46.54
CLINICAL SOLUTIONS PHARMACY				
	209071	A	SEPT INMATE MEDICINE/INV#68209	30.90
CLINICAL SOLUTIONS PHARMACY				
	209072	A	SEPT INMATE MEDICINE/INV#68209	265.88
CLINICAL SOLUTIONS PHARMACY				
	209073	A	SEPT INMATE MEDICINE/INV#68209	39.45
CLINICAL SOLUTIONS PHARMACY				
	209074	A	SEPT INMATE MEDICINE/INV#68209	4.43
CLINICAL SOLUTIONS PHARMACY				
	209075	A	SEPT INMATE MEDICINE/INV#68209	12.33
CLINICAL SOLUTIONS PHARMACY				
	209076	A	SEPT INMATE MEDICINE/INV#68209	17.05
CLINICAL SOLUTIONS PHARMACY				
	209077	A	SEPT INMATE MEDICINE/INV#68209	17.78
CLINICAL SOLUTIONS PHARMACY				
	209078	A	SEPT INMATE MEDICINE/INV#68209	5.40
CLINICAL SOLUTIONS PHARMACY				
	209079	A	SEPT INMATE MEDICINE/INV#68209	76.09
CLINICAL SOLUTIONS PHARMACY				
	209080	A	SEPT INMATE MEDICINE/INV#68209	33.81
COLUMBUS COMMUNITY HOSPITAL				
	209093	A	HOSP CHGS/20326519/9-25-19/INMATE	592.63
COLUMBUS COMMUNITY HOSPITAL				
	209094	A	HOSP CHGS/20327098/9-29-19/INMATE	1,126.26
CONCORD MEDICAL GROUP, PLLC				
	209095	A	PHYSICIAN SVCS/84022001/9-21-19	54.41
CONCORD MEDICAL GROUP, PLLC				
	209098	A	PHYSICIAN SVCS/84196696/9-25/INMATE	79.62

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

10/28/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND  
 TIME:08:25 AM CLAIMS FOR PAYMENT AS OF OCT. 28, 2019 CYCLE: ALL PAGE 5  
 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	CONCORD MEDICAL GROUP, PLLC	209099	A	PHYSICIAN SVCS/84223479/9-29/INMATE	79.62
	DOUBLE "C" PEST CONTROL	209045	R	PEST CONTROL @ JAIL/INV#3547	60.00
	H.E. BUTT GROCERY COMPANY	209108	A	BREAD, BUNS & FOOD/INV#020654	165.21
	H.E. BUTT GROCERY COMPANY	209239	A	BREAD & SPECIAL DIET FOOD/028124	202.90
	LABATT FOOD SERVICE	209113	A	WEEKLY FOOD ORDER/INV#10175463	1,949.66
	LABATT FOOD SERVICE	209114	A	WEEKLY FOOD ORDER/INV#10105525	1,517.02
	LABATT FOOD SERVICE	209115	A	WEEKLY FOOD ORDER/INV#10073023	1,876.01
	LABATT FOOD SERVICE	209116	A	WEEKLY FOOD ORDER/INV#10035092	1,380.00
	LABATT FOOD SERVICE	209117	A	WEEKLY FOOD ORDER/INV#09302787	1,636.51
	LABATT FOOD SERVICE	209240	A	WEEKLY FOOD ORDER/INV#10214054	1,893.87
	MATERA PAPER COMPANY	209241	A	BATH TISSUE/INV#H465457	259.38
	ROSENBAUM ELECTRIC	209141	A	REPLACE POLE LIGHT W/LED/1014CCSHER	958.98
	SEALY DENISTRY - SEALY PLLC	209144	A	EXTRACT TOOTH & EVALUATION/INMATE	312.00
	SEALY DENISTRY - SEALY PLLC	209259	A	SURGICAL REMOVE OF TEETH/4189066915	2,080.00
	SOUTHERN HEALTH PARTNERS, INC	209145	A	NOV INMATE MEDICAL CONTRACT SVCS	9,096.88
	WALMART COMMUNITY/RFCSLLC	209266	A	CLEANING SUPPLIES/TR#04588	159.17
	XEROX FINANCIAL SERVICES	209221	A	OCT XEROX LEASE PMT/INV#1818569	250.00
	DEPARTMENT TOTAL				27,044.13
0585- INFORMATION TECHNOLOGY					
	CHASE CARD SERVICES	209196	A	eFORCE ADD'L LICENSES FOR EMS	798.00
	SYNCB/AMAZON	209154	A	(10) LEXAR THUMB DRIVES FOR DRONE	59.90
	TIME WARNER CABLE ENTERPRISES LLC	209040	R	TRUNKED VOICE SERVICE	18.82
	DEPARTMENT TOTAL				876.72
0645- INDIGENT HEALTH CARE					
	BRYAN RADIOLOGY ASSOCIATES	209235	A	RADIOLOGY/BRA6627/10-13-19/IHC	6.95
	BRYAN RADIOLOGY ASSOCIATES	209236	A	RADIOLOGY/BRA956/10-13-19/IHC	8.29
	COLUMBUS COMMUNITY HOSPITAL	209086	A	HOSP CHGS/20328339/10-7-19/IHC	95.06
	COLUMBUS COMMUNITY HOSPITAL	209087	A	HOSP CHGS/20327843/10-2-19/IHC	133.45
	COLUMBUS COMMUNITY HOSPITAL	209088	A	HOSP CHGS/20327097/10-17-19/IHC	856.73
	COLUMBUS COMMUNITY HOSPITAL	209089	A	HOSP CHGS/20325230/9-12-19/IHC	179.83
	COLUMBUS COMMUNITY HOSPITAL	209090	A	HOSP CHGS/20324544/9-9-19/IHC	66.15
	COLUMBUS COMMUNITY HOSPITAL	209091	A	HOSP CHGS/20326427/9-24-19/IHC	241.08
	COLUMBUS COMMUNITY HOSPITAL	209092	A	HOSP CHGS/20326640/9-25-19/IHC	288.61
	CONCORD MEDICAL GROUP, PLLC	209096	A	PHYSICIAN SVCS/84198141/9-29-19/IHC	105.40
	CONCORD MEDICAL GROUP, PLLC	209097	A	PHYSICIAN SVCS/84249404/10-2-19/IHC	54.41
	GENERAL SURGERY OF TEXAS, PA	209105	A	PHYSICIAN SVCS/GST.3101/9-18-19/IHC	219.72
	GENERAL SURGERY OF TEXAS, PA	209106	A	PHYSICIAN SVCS/GST.8268/9-12-19/IHC	112.50
	INDIGENT HEALTHCARE SOLUTIONS, LTD	209112	A	NOV IHC PROFESSIONAL SVCS/INV#68567	1,059.00
	RICE MEDICAL CENTER	209139	A	HOSP CHGS/21029722/10-4-19/IHC	297.02
	TIME WARNER CABLE ENTERPRISES LLC	209039	R	TRUNKED VOICE SERVICE	18.82
	DEPARTMENT TOTAL				3,743.02
0665-AGRI EXTENSION SERVICE					
	BANNER-PRESS NEWSPAPER, INC.	209234	A	SUBSCRIPTION/EXTENSION SVC	38.50
	PRESTIGE OFFICE PRODUCTS, LLC	209245	A	OFFICE SUPPLIES/INV#115295	117.04
	TEXAS AGRILIFE	209262	A	REIMB FOR POSTAGE STAMPS	220.00
	XEROX BUSINESS SOLUTIONS SOUTHWEST	209042	R	COLOR XEROX COPIER OVERAGES	68.48
	XEROX FINANCIAL SERVICES	209223	A	OCT XEROX LEASE PMT/INV#1818569	477.77
	DEPARTMENT TOTAL				921.79
0695- MISCELLANEOUS					
	B & D GRAPHICS	209048	R	PO BOOKS/INV#9551	621.40
	BRUCE HROMADKA	209057	A	(20) COYOTE BOUNTIES	200.00
	COLORADO COUNTY CITIZEN	209081	A	HELP WANT AD/HOUSEKEEPING	35.50
	COLORADO COUNTY CITIZEN	209082	A	BIDDERS NOTICE/RIWSC STORAGE TANK	154.00

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

10/28/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 6  
 TIME:08:25 AM CLAIMS FOR PAYMENT AS OF OCT. 28, 2019 PREPARER:0004

-----

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
COLORADO COUNTY CITIZEN	209083	A	NOTICE OF SPECIAL ELECTION	240.00
COLORADO COUNTY CITIZEN	209084	A	NOTICE OF CONSOLIDATED PRECINCTS	240.00
COLORADO COUNTY CITIZEN	209085	A	BIDDERS NOTICE/RIWSC STORAGE TANK	144.00
LOWER COLORADO RIVER BASIN COALITIO	209276	A	MEMBERSHIP RENEWAL DUES	500.00
MARVIN NEUENDORFF	209118	A	COYOTE BOUNTY	10.00
NEOPOST USA INC	209156	A	MAIL MACHINE LEASE PMT/INV#N7974285	223.86
OFFICE DEPOT, INC.	209123	A	COPY PAPER/INV#385468910001	191.94
TIME WARNER CABLE ENTERPRISES LLC	209041	R	TRUNKED VOICE SERVICE	56.45
DEPARTMENT TOTAL				2,617.15
FUND TOTAL				214,069.90

10/28/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0014 AIRPORT FUND CYCLE: ALL PAGE 7  
 TIME:08:25 AM CLAIMS FOR PAYMENT AS OF OCT. 28, 2019 PREPARER:0004

-----

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0520-AIRPORT FUND EXPENDITURES				
RISE BROADBAND	209140	A	INTERNET @ AIRPORT	70.37
DEPARTMENT TOTAL				70.37
FUND TOTAL				70.37

10/28/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0021 R&B PCT #1 CYCLE: ALL PAGE 8  
 TIME:08:25 AM CLAIMS FOR PAYMENT AS OF OCT. 28, 2019 PREPARER:0004

-----

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0621-R&B #1 TOTAL DISBURSEMNTS				
BERNARDO TRUCKING COMPANY	209192	A	27.31 TONS PREMIX/INV#12503	2,048.25
COLORADO CO TAX ASSESSOR/COLLECTOR	209201	A	2007 CHEV TRUCK REG RENEWAL/1229202	7.50
COLORADO CO TAX ASSESSOR/COLLECTOR	209202	A	2007 FORD TRUCK REG RENEWAL/1318053	7.50
JOHN DEERE FINANCIAL	209204	A	PARTS/CUST#01042-62002	403.82
JOHN DEERE FINANCIAL	209205	A	OIL/CUST#01042-62002	68.52
NADA GARAGE & SERVICE STATION	209210	A	INSPECTION/INV#237204	7.00
WALMART COMMUNITY/RFCSELLC	209213	A	SHOP SUPPLIES/TR#01458	62.81
DEPARTMENT TOTAL				2,605.40
FUND TOTAL				2,605.40

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

10/28/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0022 R&B PCT #2      CYCLE: ALL      PAGE 9  
 TIME:08:25 AM      CLAIMS FOR PAYMENT AS OF OCT. 28, 2019      PREPARER:0004

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
<b>0622-PCT #2 TOTAL DISBURSEMNTS</b>				
CINTAS CORPORATION	209199	A	UNIFORMS/INV#4032053107,4032580912	306.35
COLORADO CO TAX ASSESSOR/COLLECTOR	209200	A	2006 CHEV TRUCK REG RENEWAL/1092776	7.50
DON'S REPAIR SHOP	209203	A	INSPECTION/INV#6705	7.00
EDWARD J. SEIFERT OIL CO.	209237	A	GREASE/INV#51939	45.00
M-G FARM SERVICE CENTER	209206	A	(3) WISK BROOMS/CUST#3310	23.37
M-G FARM SERVICE CENTER	209207	A	MATERIAL TO REPAIR TRAILER/#3310	68.85
MCCOY'S BUILDING SUPPLY	209208	A	PEE TRAP/INV#1279715	12.47
MUSTANG CAT	209209	A	PARTS/INV#PART5089455	136.43
PRIHODA GRAVEL CO.	209211	A	1632 YDS PITRUN RD GRAVEL/INV#11981	19,926.72
STAVINOHHA TIRE PROS LLC	209024	R	BATTERIES/INV#65328	417.90
STAVINOHHA TIRE PROS LLC	209025	R	TIRE REPAIR/INV#65340	25.00
STAVINOHHA TIRE PROS LLC	209287	A	TIRE/INV#65809	339.34
WALLER COUNTY ASPHALT, INC	209212	A	25.24 TONS COLD MIX/INV#17603	2,637.58
WALLER COUNTY ASPHALT, INC	209268	A	25.15 TONS COLD MIX/INV#17622	2,628.18
WALLER COUNTY ASPHALT, INC	209269	A	25.06 TONS COLD MIX/INV#17632	2,618.77
WALLER COUNTY ASPHALT, INC	209270	A	25.22 TONS COLD MIX/INV#17633	2,635.49
WALLER COUNTY ASPHALT, INC	209271	A	24.98 TONS COLD MIX/INV#17613	2,610.41
WICK'S WESTERN AUTO	209214	A	PARTS/CUST#5900	190.93
WICK'S WESTERN AUTO	209215	A	OIL/CUST#5900	31.98
DEPARTMENT TOTAL				34,669.27
FUND TOTAL				34,669.27

10/28/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0023 R&B PCT #3      CYCLE: ALL      PAGE 10  
 TIME:08:25 AM      CLAIMS FOR PAYMENT AS OF OCT. 28, 2019      PREPARER:0004

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
<b>0623-R&amp;B #3 TOTAL DISBURSEMNTS</b>				
BARTEN CO. LLC	209272	A	48 YDS PIT RUN GRAVEL/INV#10331	552.00
BARTEN CO. LLC	209273	A	72 YDS PIT RUN GRAVEL/INV#10331	276.00
CINTAS CORPORATION	209274	A	UNIFORMS/INV#4032580972	147.36
HOELSCHER CAR-CARE CENTER, INC.	209275	A	(2) TRUCK TIRES/INV#36690	2,214.00
DEPARTMENT TOTAL				3,189.36
FUND TOTAL				3,189.36

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

10/28/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0024 R&B PCT #4      CYCLE: ALL      PAGE 11  
 TIME:08:25 AM      CLAIMS FOR PAYMENT AS OF OCT. 28, 2019      PREPARER:0004

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO.	S	DESCRIPTION-OF-INVOICE	AMOUNT
<b>0624-PCT #4 TOTAL DISBURSEMENTS</b>				
ALLEYTON RESOURCE COMPANY LLC	209277	A	144.43 TNS GRAVEL/INV#283312,283367	2,310.88
ALLEYTON RESOURCE COMPANY LLC	209278	A	266.52 TNS GRAVEL/INV#283428,284618	4,264.32
ALLEYTON RESOURCE COMPANY LLC	209279	A	31.08 TONS GRAVEL/INV#284747	497.28
APPLIED INDUSTRIAL TECHNOLOGIES	209280	A	PARTS/INV#7017349592	306.76
DARRELL GERTSON	209281	A	MILEAGE (10-10 THRU 10-23)	372.36
MARTIN ASPHALT COMPANY	209028	R	5414 GALS CRS-2 EMULSION/INV#623005	17,073.24
MARTIN ASPHALT COMPANY	209029	R	4810 GALS CRS-2 EMULSION/INV#623042	11,738.44
MARTIN ASPHALT COMPANY	209282	A	10224 GALS CRS2 EMULSION/INV#630306	21,674.88
WALLER COUNTY ASPHALT, INC	209022	R	14.9 YDS COLD MIX/INV#17562	1,341.00
WCA WASTE SYSTEMS INC	209021	R	TRASH SVC/ACCT#104003681	35.25
WHARTON TRACTOR COMPANY	209283	A	PARTS/INV#17001W	351.04
WINDSHIELD XPRESS, INC.	209023	R	WINDOW BROKEN BY MOWER/INV#27531	297.00
<b>DEPARTMENT TOTAL</b>				<b>60,262.45</b>
<b>FUND TOTAL</b>				<b>60,262.45</b>

10/28/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0045 LEOSE ACCOUNT      CYCLE: ALL      PAGE 12  
 TIME:08:25 AM      CLAIMS FOR PAYMENT AS OF OCT. 28, 2019      PREPARER:0004

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
<b>0560-COUNTY SHERIFF</b>				
A L & M BUILDING SUPPLY	209049	A	MARKING SPRAY & CHAIN OIL/CUST#5134	22.97
A L & M BUILDING SUPPLY	209051	A	FURRING STRIP & LUMBER/CUST#5134	29.04
H.E. BUTT GROCERY COMPANY	209109	A	FOOD & WATER FOR TRAINING	30.23
OMNI CORPUS CHRISTI HOTEL	209046	R	(4)NIGHTS HOTEL/CONF#40036670542	506.00
OMNI CORPUS CHRISTI HOTEL	209047	R	(4)NIGHTS HOTEL/CONF#40036670548	506.00
<b>DEPARTMENT TOTAL</b>				<b>1,094.24</b>
<b>FUND TOTAL</b>				<b>1,094.24</b>

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING**

**OCTOBER 28, 2019**

10/28/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0050 SECURITY FUND                                      CYCLE: ALL                                      PAGE 13  
TIME:08:25 AM                                      CLAIMS FOR PAYMENT AS OF OCT. 28, 2019                                      PREPARER:0004

---

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0100-TOTAL REVENUES/CARRY-OVER					
	RAUL ESQUIVEL	209250	A	REF DUPLICATE PMT OF SO TICKET	4.00
	DEPARTMENT TOTAL				4.00
0477-COURTHOUSE SECURITY EXPENDITURES					
	RANDY MICAN	209247	A	DISTRICT CRT BAILIFF DUTY ON 10-24	201.25
	DEPARTMENT TOTAL				201.25
	FUND TOTAL				205.25

10/28/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0060 JUSTICE COURT TECHNOLOGY FUND                                      CYCLE: ALL                                      PAGE 14  
TIME:08:25 AM                                      CLAIMS FOR PAYMENT AS OF OCT. 28, 2019                                      PREPARER:0004

---

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0100-TOTAL REVENUES					
	RAUL ESQUIVEL	209252	A	REF DUPLICATE PMT OF SO TICKET	4.00
	DEPARTMENT TOTAL				4.00
	FUND TOTAL				4.00

10/28/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 9999 GRAND TOTAL PAGE                                      CYCLE: ALL                                      PAGE 15  
TIME:08:25 AM                                      CLAIMS FOR PAYMENT AS OF OCT. 28, 2019                                      PREPARER:0004

---

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	GRAND TOTAL				316,170.24



**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

**ORDER TO AMEND THE 2019 BUDGET  
AS OF OCTOBER 28, 2019**

Due to unusual and unforeseen circumstances, the Commissioners' Court declares an emergency and grave public necessity to amend the 2019 Budget by transferring from one line item to another line item the following:

10/28/2019  
TIME:08:14 AM

LISTING OF BUDGET ADJUSTMENTS

PAGE 1  
PREPARER:0004

TRANSACTION NUMBER	TYPE OF ADJUSTMENT	EFFECTIVE DATE	ENTRY DATE	EMPL NUMBER	ACCOUNT NUMBER AND TITLE	ADJUSTMENT AMOUNT
0000040695	CURRENT	10/28/2019	10/28/2019	004	12-560-454 REPAIRS OF VEH/EQUIP	2,000.00
0000040696	CURRENT	10/28/2019	10/28/2019	004	12-560-454 REPAIRS OF VEH/EQUIP	10,000.00
0000040697	CURRENT	10/28/2019	10/28/2019	004	12-560-476 EMERGENCY EQUIP/DETAIL	9,500.00
0000040698	CURRENT	10/28/2019	10/28/2019	004	12-560-573 RADIO EQUIPMENT	2,500.00
0000040699	CURRENT	10/28/2019	10/28/2019	004	12-565-405 PRISONER MEDICAL/MEDICINE	20,000.00
0000040700	CURRENT	10/28/2019	10/28/2019	004	12-565-440 UTILITIES	20,000.00
0000040701	CURRENT	10/28/2019	10/28/2019	004	12-585-452 SOFTWARE/HARDWARE MAINT	5,000.00
0000040702	CURRENT	10/28/2019	10/28/2019	004	12-585-477 COMPUTER UPGRADES	5,000.00
0000040703	CURRENT	10/28/2019	10/28/2019	004	21-100-218 GROSS WEIGHT FEES	5,000.00
0000040704	CURRENT	10/28/2019	10/28/2019	004	21-100-217 ROAD CROSSING PERMITS	4,000.00
0000040705	CURRENT	10/28/2019	10/28/2019	004	21-621-350 R&B MATERIALS	4,500.00
0000040706	CURRENT	10/28/2019	10/28/2019	004	21-621-354 BATTERIES, TIRES & TUBES	4,000.00
0000040707	CURRENT	10/28/2019	10/28/2019	004	21-621-440 UTILITIES	500.00
0000040708	CURRENT	10/28/2019	10/28/2019	004	22-100-218 GROSS WEIGHT FEES	5,000.00
0000040709	CURRENT	10/28/2019	10/28/2019	004	22-100-395 MISCELLANEOUS INCOME	10,000.00
0000040710	CURRENT	10/28/2019	10/28/2019	004	22-622-491 UNIFORMS	2,500.00
0000040711	CURRENT	10/28/2019	10/28/2019	004	22-622-350 R&B MATERIALS	12,500.00
0000040712	CURRENT	10/28/2019	10/28/2019	004	23-100-217 ROAD CROSSING PERMITS	3,000.00
0000040713	CURRENT	10/28/2019	10/28/2019	004	23-100-218 GROSS WEIGHT FEES	5,800.00
0000040714	CURRENT	10/28/2019	10/28/2019	004	23-623-350 ROAD & BRIDGE MATERIALS	8,000.00
0000040715	CURRENT	10/28/2019	10/28/2019	004	23-623-356 HAND TOOLS & EQUIPMENT	800.00
0000040716	CURRENT	10/28/2019	10/28/2019	004	24-100-217 ROAD CROSSING PERMITS	7,000.00
0000040717	CURRENT	10/28/2019	10/28/2019	004	24-100-218 GROSS WEIGHT FEES	4,200.00
0000040718	CURRENT	10/28/2019	10/28/2019	004	24-624-420 COMMUNICATIONS EXPENSE	700.00
0000040719	CURRENT	10/28/2019	10/28/2019	004	24-624-440 UTILITIES	500.00
0000040720	CURRENT	10/28/2019	10/28/2019	004	24-624-486 R&B CONSTRUCTION	30,000.00
0000040721	CURRENT	10/28/2019	10/28/2019	004	24-624-330 FUEL & LUBRICANTS	10,000.00
0000040722	CURRENT	10/28/2019	10/28/2019	004	24-624-486 R&B CONSTRUCTION	10,000.00

TOTAL BUDGET ADJUSTMENTS

28

~~82,500.00~~



MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019

**COLORADO  
COUNTY**

**INDIGENT  
HEALTH CARE**

***OCTOBER  
2019***

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**



Form 105

**COUNTY INDIGENT HEALTH CARE PROGRAM  
MONTHLY FINANCIAL REPORT**

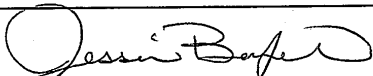
County Name Colorado Co. Indigent Report for (Month/Year) 10/2019  
or  
Amendment of the Report for (Month/Year)

**I. REIMBURSABLE EXPENDITURES during This Report Month**

Physician Services	1.	\$823.38	
Prescription Drugs	2.	\$0.00	
Hospital, Inpatient Services	3.	\$0.00	
Hospital, Outpatient Services	4.	\$4,934.80	
Laboratory/X-Ray Services	5.	\$60.68	
Skilled Nursing Facility Services	6.	\$0.00	
Family Planning Services	7.	\$0.00	
Rural Health Clinic Services	8.	\$167.00	
State Hospital Contracts	9.	\$0.00	
Optional Health Care Services	10.	\$0.00	
Amount of Intergovernmental Transfer	11.		
<b>Total Expenditures (Add #1 through #11.)</b>			<b>12. \$5,985.86</b>
Reimbursements Received (Do not include State Assistance.)	13. (	\$0.00 )	
6% Eligibility System Review Findings (\$ in error)	14. (	)	
<b>Total to be Deducted (Add #13 + #14.)</b>			<b>15. ( \$0.00 )</b>
<b>Applied to State Assistance Eligibility/Reimbursement (#12 minus #15)</b>			<b>16. \$5,985.86</b>

**II. EXPENDITURE TRACKING for State Assistance Funds Eligibility/Reimbursement**

TOTAL EXPENDITURES for Current State Fiscal Year (9/1 - 8/31) \$	<u>8,053.90</u>
GRTL \$ <u>6,737,510.74</u>	
4% of GRTL \$	<u>269,500.43</u>
6% of GRTL \$	<u>404,250.64</u>
8% of GRTL \$	<u>539,000.86</u>

  
Signature of Person Submitting Form 105

10/24/2019  
Date

MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING

OCTOBER 28, 2019

**Colorado County Indigent Health Care  
Courthouse Annex  
318 Spring Street, #111  
Columbus, Texas 78934**

*November, 2019*

**ACTIVE CASES:**

Edwardo Torres  
Donna Blair  
Manuel Hernandez  
Linda Saucedo  
Brenda Ellison  
Raymond Hernandez  
Stephen Roensch

Joe L. Toliver Jr.  
Pamela Lieu  
Albert Rios  
Brandon Barton  
Emily Rooks  
Roberto Robert Alonso  
Kendric Thompson

**DENIED DUE TO CHANGE :**

**DENIED APPLICATIONS:**

**APPROVED APPLICATIONS:**

**APPLICATIONS PENDING [DISABILITY/SSI]:**

*(Approved SSI w/Medicaid) Leigh Ann Bingham*

*(Income)*

*(Moved)*

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

- \_17. Announcements (without discussion and no action) by elected officials/department heads.

**Michael Furrh, EMS Director informed he as approved for his EMS personnel to wear their Astros gear during the World Series playoffs. Also, I was asked to coach the Texas EMS Association Conference coming up in August of next year.**

**Commissioner Gertson stated another cold front coming in and another is approaching, and have a safe Halloween.**

**Commissioner Kubesch stated that he is glad Donald Trump caught a high ranking terroist and all is good in Precinct No. 2.**

- \_18. Commissioners Court Members sign all documents and papers acted upon or approved.

**Judge Prause announced it is now time to sign all papers and documents.**

- \_19. Adjourn.

**Motion by Judge Prause to adjourn; seconded by Commissioner Hahn.**

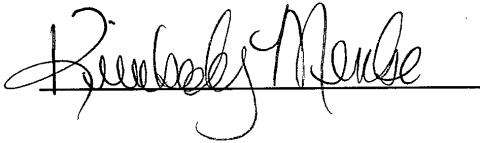
**An audio recording of this meeting of October 28, 2019 is available in the County Clerk's Office.**

**MINUTES OF THE COLORADO COUNTY  
COMMISSIONER'S COURT REGULAR MEETING  
OCTOBER 28, 2019**

Minutes were taken and prepared by Kimberly Menke, County Clerk on the 28th day of October, 2019 with Judge Ty Prause presiding.

I, KIMBERLY MENKE, COUNTY CLERK AND EX-OFFICIO OF THE COMMISSIONERS COURT IN AND FOR COLORADO COUNTY, TEXAS do hereby certify that the foregoing is a true and correct copy of the minutes of the Commissioner Court in session on the 28th day of October, 2019.

Given under my hand and official seal of office this date October 28, 2019.

Handwritten signature of Kimberly Menke in cursive script, written over a horizontal line.

