

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

DATE OF MEETING: November 25, 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 25th day November 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:

Honorable Ty Prause
Honorable Doug Wessels
Honorable Darrell Kubesch
Honorable Darrell Gertson
By: Nancy Davenport

County Judge
Commissioner Precinct #1
Commissioner Precinct #2
Commissioner Precinct #4
Deputy County Clerk

Honorable Tommy Hahn, Commissioner Precinct #3 and Kimberly Menke, County Clerk were unable to attend meeting.

County Judge Ty Prause called the meeting to order at 9:05 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; 4 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

FILED FOR RECORD
COLORADO COUNTY, TX

2019 NOV 21 PM 4:15

DATE OF MEETING: November 25, 2019 – 9:00 A.M.
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KIMBERLY MENKE
COUNTY CLERK

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. Proposals to upgrade internet service at the Colorado County Services Facility. (Schneider)
4. Application of Permian Highway Pipeline LLC to construct and install a natural gas pipeline within the county right-of-way of County Road 235, Precinct No. 2. (Kubesch)
5. Road Use Agreement between Colorado County and Permian Highway Pipeline LLC to use County Road 235, Precinct No. 2. (Kubesch)
6. Road Use Agreement between Colorado County and Permian Highway Pipeline LLC to use County Road 255 South, Precinct No. 2. (Kubesch)
7. Road Use Agreement between Colorado County and Permian Highway Pipeline LLC to use County Road 260, Precinct No. 2. (Kubesch)
8. Discuss and consider construction bids received for the County's TxCDBG 7218089 water improvements grant. (Wessels)
9. Discuss, consider and possibly act on award of construction contract for the County's TxCDBG 7218089 water improvements grant. (Wessels)
10. Authorization to issue requests for proposals for Administrative services (RFPs) related to the 2020 Texas County Transportation Infrastructure Fund (CTIF) administered by the Texas Department of Transportation (TXDOT). (Prause)
11. Approval of Interlocal Agreement between Lubbock County, Texas, acting through the Regional Public Defender for Capital Cases, and Colorado County, Texas, to provide court-appointed

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counsel for indigent individuals who are charged with the offense of capital murder (death-eligible). (Prause)

- _12. Award bid to construct bridge on County Road 248 at Clear Creek, Precinct No. 2. (Kubesch)
- _13. Award bid to construct bridge on County Road 270 at McKinnon Branch, Precinct No. 2. (Kubesch)
- _14. Consent Items:
 - a. 2nd 25th Judicial District Community Supervision and Corrections Department 4th Quarter Financial Reports and Statement of Financial Position, August 31, 2019.
 - b. Certificate of Liability Insurance posted by Kinder Morgan, Inc.- Permian Highway Pipeline LLC (8/1/2019 – 8/1/2020).
 - c. Performance Bond No. 929610466 posted by Permian Highway Pipeline LLC for County Road 235, Precinct No. 2.
- _15. Examine and approve all accounts payable and budget amendments.
- _16. Announcements (without discussion and no action) by elected officials/department heads.
- _17. Commissioners Court Members sign all documents and papers acted upon or approved.
- _18. Adjourn.

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

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__2. Public comments.

Judge Prause informed there were (2) Public Comment Rules Forms completed:

**(1) by Greg Neal for Agenda Item # 4 and (1) by Kirk Lowe for Agenda Items
8 & 9; both stated they will wait until those Agenda Items to speak if needed.**

(See Attachments)

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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) GREG NEAL

Which agenda item do you wish to address? 4

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


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.

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Colorado County Commissioners' Court

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Public Participation Form

Name (please print) Kirk Lowe

Which agenda item do you wish to address? 8+9

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

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__3. Proposals to upgrade internet service at the Colorado County Services Facility. (Schneider)

Charles "Chip" Schneider, IT personnel presented to the Court estimates for boring in conduit for fiber optic lines for future growth. There are (2) estimates for fiber optic cable, 6-strand or 12-strand cable. Chip stated that the 6-strand should be sufficient enough for the upgrade.

Motion by Judge Prause to authorize with the boring and upgrading of fiber optic cable; seconded by Commissioner Kubesch; 3 ayes, Commissioner Wessels abstained from voting; motion carried, it was so ordered.

(See Attachments)

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S&S Irrigation, Inc.
 107 E. Stockbridge
 Eagle Lake, TX 77434

Estimate

DATE	ESTIMATE #
11/20/2019	2018-24

NAME / ADDRESS
Colorado County Bore for Fiber between Ambulance building and Jail

PROJECT

DESCRIPTION	QTY	COST	TOTAL
Bore in conduit for fiber	1	3,500.00	3,500.00
Sales Tax		8.25%	0.00
TOTAL			\$3,500.00

Fax #	MOBILE #:	E-MAIL ADDRESS:
979-234-7441	9795004500	It@co.colorado.tx.us

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Condra Communications
535 Spring St.
P.O. Box 997
Columbus, TX 78934

Estimate

Date	Estimate #
11/22/2019	293

Name / Address
Colorado County Courthouse 400 Spring Columbus, TX 78934

			Project
Description	Qty	Rate	Total
12-Strand Multi-Mode Fiber Optic Cable	600	2.38	1,428.00
CCH-01U Rack Mount Fiber Patch Panel	1	300.00	300.00
CCH-CP06-15T 6-Port ST Fiber Bulkheads	2	55.00	110.00
95-000-50 Unicam ST-MM Connectors	24	16.00	384.00
DF4X1C 1" Fiber Optic Duct	250	0.90	225.00
Install and terminate fiber from Jail to EMS Building	16	150.00	2,400.00
Subtotal			4,847.00
Thank you for your business.		Subtotal	\$4,847.00
		Sales Tax (8.25%)	\$0.00
		Total	\$4,847.00

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Condra Communications
535 Spring St.
P.O. Box 997
Columbus, TX 78934

Estimate

Date	Estimate #
11/22/2019	292

Name / Address
Colorado County Courthouse 400 Spring Columbus, TX 78934

			Project
Description	Qty	Rate	Total
6-Strand Multi-Mode Fiber Optic Cable	600	1.35	810.00
CCH-01U Rack Mount Fiber Patch Panel	1	300.00	300.00
CCH-CP06-15T 6-Port ST Fiber Bulkheads	2	55.00	110.00
95-000-50 Unicam Connectors ST-MM	12	16.00	192.00
DF4X1C 1" Fiber Optic Duct	250	0.90	225.00
Install and terminate fiber from Jail to EMS Building	16	150.00	2,400.00
Subtotal			4,037.00
Thank you for your business.		Subtotal	\$4,037.00
		Sales Tax (8.25%)	\$0.00
		Total	\$4,037.00

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- __4.** Application of Permian Highway Pipeline LLC to construct and install a natural gas pipeline within the county right-of-way of County Road 235, Precinct No. 2. (Kubesch)

Greg Neal, with Permian Highway Pipeline LLC was present and stated this is a

42" natural gas pipeline being installed in Precinct No. 2, CR 235.

Motion by Commissioner Kubesch to approve Application of Permian Highway Pipeline

LLC to construct and install a natural gas pipeline within the county right-of-way of

County Road 235, Precinct No. 2; seconded by Commissioner Wessels;

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

(See Attachment)

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

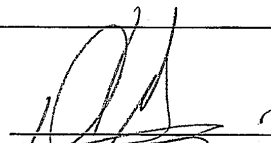
Application

Applicant Company: Permian Highway Pipeline LLC
Contact Person: Alex Canahuati
Address: 874 Harper Road, Suite 106
Kerrville, TX 78028
Phone: 952-356-4282 Fax: _____

Location of right-of-way for proposed construction/installation/repairs in Precinct 2 :
CR 235, 29.473896, -9680618

Description of right-of-way work to be performed: _____
42" Natural Gas Pipeline as described in attached drawing

Date



Signature of Firm Name Representative

Daniel G Gredvig as Attorney-in-Fact
Printed Name of Firm Name Representative
Permian Highway Pipeline LLC on behalf
of Kinder Morgan Texas Pipeline LLC
its operator, both entities a Delaware
Limited Liability Company

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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 two (2) 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.

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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. Applicant is requesting a Variance to Encasement, please reference the Variance Letter attached. 8/27/19 ~~4~~
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.
Applicant or Applicant's Contractor will secure a Superheavy or Oversize Permit from the County prior to utilizing any such County Road, but in no event not later than November 15, 2019, to haul heavy loads or equipment to the pipeline. 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 60 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.

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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 Applicant.
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.

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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

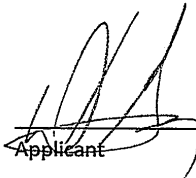
**MINUTES OF THE COLORADO COUNTY
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damage with minimum coverage of \$1,000,000.00 per occurrence in a form satisfactory to the County.

29. Applicant shall comply with and at all times abide by all applicable federal, state and local laws, rules and regulations.

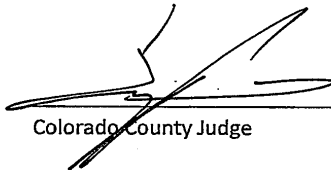
30. This permit only applies to Colorado County right-of ways. Applicant acknowledges that this permit does not grant the right to trespass or damage non-right-of-way property owned by adjoining landowners, and Applicant accepts this permit subject to any and all rights of the adjoining landowners.

8-27-19
Date


Applicant

Approved by Commissioners Court on the 25 day of November, 2019.

11/25/2019
Date

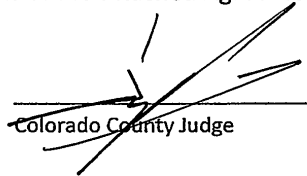

Colorado County Judge

MINUTES OF THE COLORADO COUNTY
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NOVEMBER 25, 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.

11/25/2019
Date


Colorado County Judge

**MINUTES OF THE COLORADO COUNTY
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August 13, 2019

Attn: Commissioner Darrell Kubesch
Colorado County
404 South Eagle
Weimar, TX 78692

Re: PHP- Spread 5. Uncased road crossing

Dear Mr. Kubesch

Thank you for helping us through our process of designing permitting the road crossings for our Permian Highway Pipeline.

Permian Highway Pipeline, LLC ("PHP") reviewed application agreement instruction Point 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"

PHP would like to propose an uncased design that uses heavier wall pipe to support t load at the crossing, in conformance with 49 CFR §192.111 .

PHP considers uncased road crossing preferable to cased crossing, from corrosion prevention point of view.

Section 1.2 of the NACE International Standard SP0200-2008 "Steel-Cased Pipeline Practices" says:

Use of cased crossings should be avoided unless required by load considerations, unstable soil conditions, or when their use is dictated by sound engineering practices.

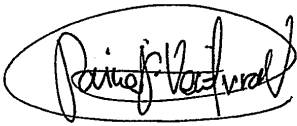
PHP has completed the detailed engineering on the crossings and the uncased design is sufficient for anticipated load considerations and for soil conditions existing at each location.

Pipeline casings present challenges with corrosion prevention, in preventing the application of cathodic protection to the carrier pipe, and preventing exposure of the carrier pipe for examination and remedial measures. In addition, pipeline casings present challenges with assessing pipelines to meet the requirements of the Gas IMP (49 CFR 192 Subpart O- Gas Transmission Pipeline Integrity) and limitations of performing ECDA (External Corrosion Direct Assessment), reference PHMSA public meeting in July 2018, reference address:
<https://primis.phmsa.dot.gov/meetings/MtgHome.mtg?mtg=54>

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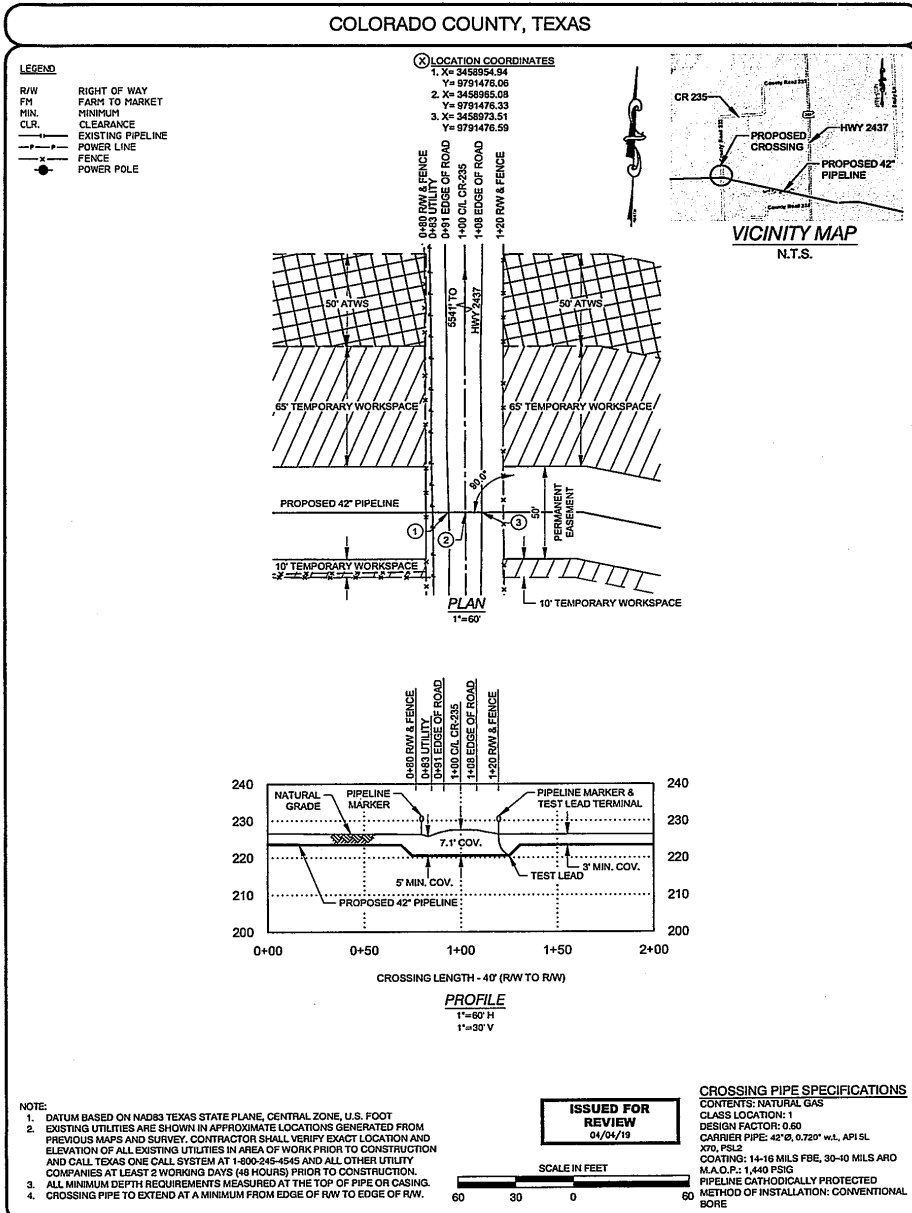
Feel free to contact me if you need any additional information

A handwritten signature in black ink, enclosed in a hand-drawn oval. The signature appears to read "Jaime Ventura".

Thanks,
Jaime Ventura
Senior Project Manager-Midstream
KMI Pipeline
1001 Louisiana Street
Houston, TX, 77002
PH: 713-420-4452
Cell: 281-979-0065
Fax: 713-445-8615
jaime_ventura@kindermorgan.com

.cc Ms. Sharon Marsalia
Administrative Assistant to Judge Ty Prause
Colorado County
400 Spring Street
Room 107
Columbus, TX 78934

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COMMISSIONER'S COURT REGULAR MEETING
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NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	04/04/19	ISSUED FOR REVIEW	MF	DT	TR		

KINDER MORGAN

CTRC
16300 PARK TEN PLACE, SUITE 101
HOUSTON, TX 77054
PH: (281) 616-0100
TRC PROJ. 2310126, LC, Sta. TX-F-82

DRAWING APPROVALS

CONSTRUCTION	LAST	
BIDS	LAST	
APPROVAL	LAST	
INFORMATION	LAST	
ISSUED FOR:	SIGNATURE	DATE
DRAWN: MF	DATE: 03/21/19	
CHECKED: DT	DATE: 03/30/19	
ENGINEER: TR	DATE: 04/02/19	
TRC:	DATE:	
CLIENT:	DATE:	
CLIENT:	DATE:	

ROAD CROSSING PERMIT

PERMAN HIGHWAY PIPELINE - SPREAD 5

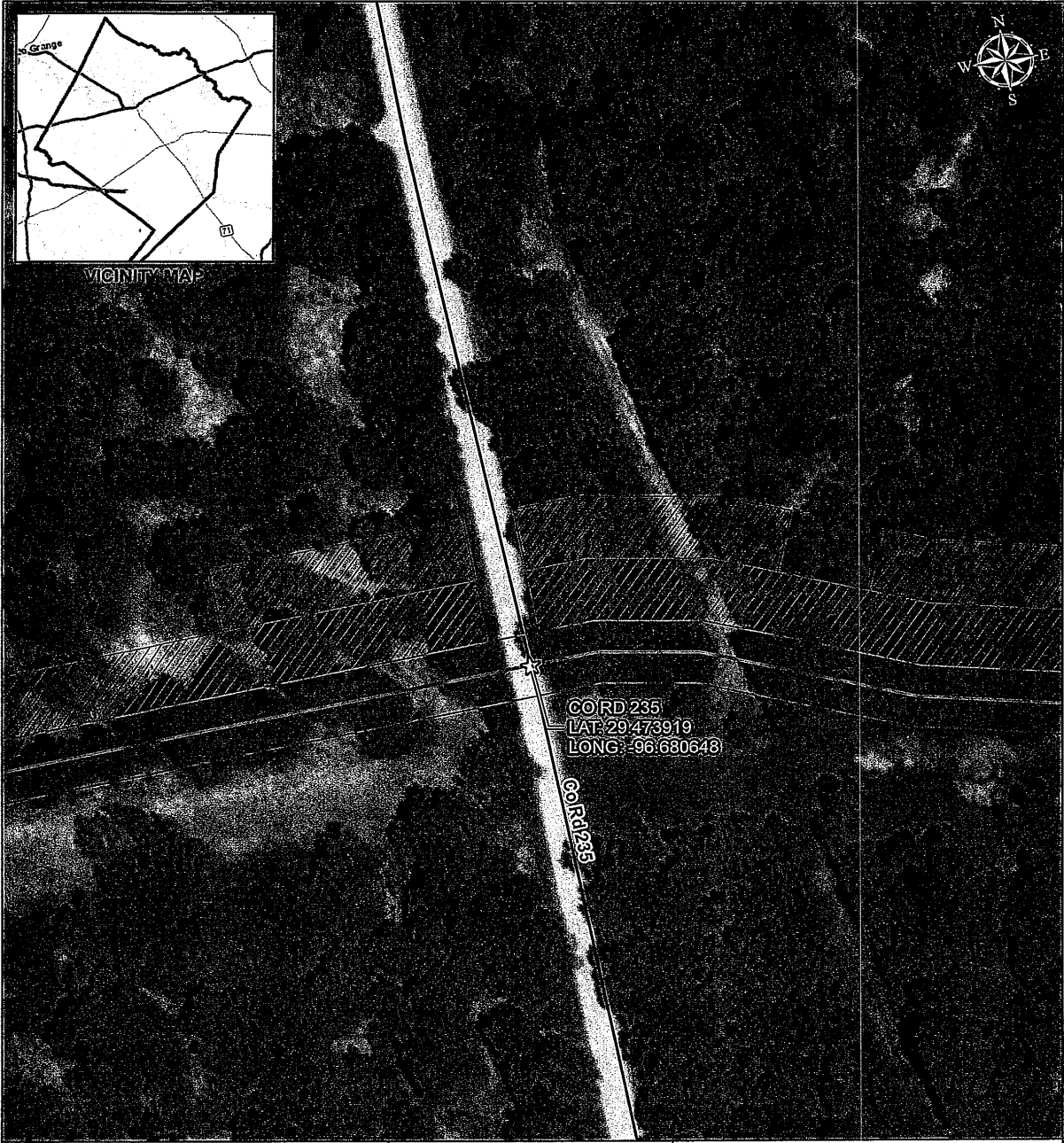
CR 235

COLORADO COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	310126	310126-34CD-001	1 OF 1	A

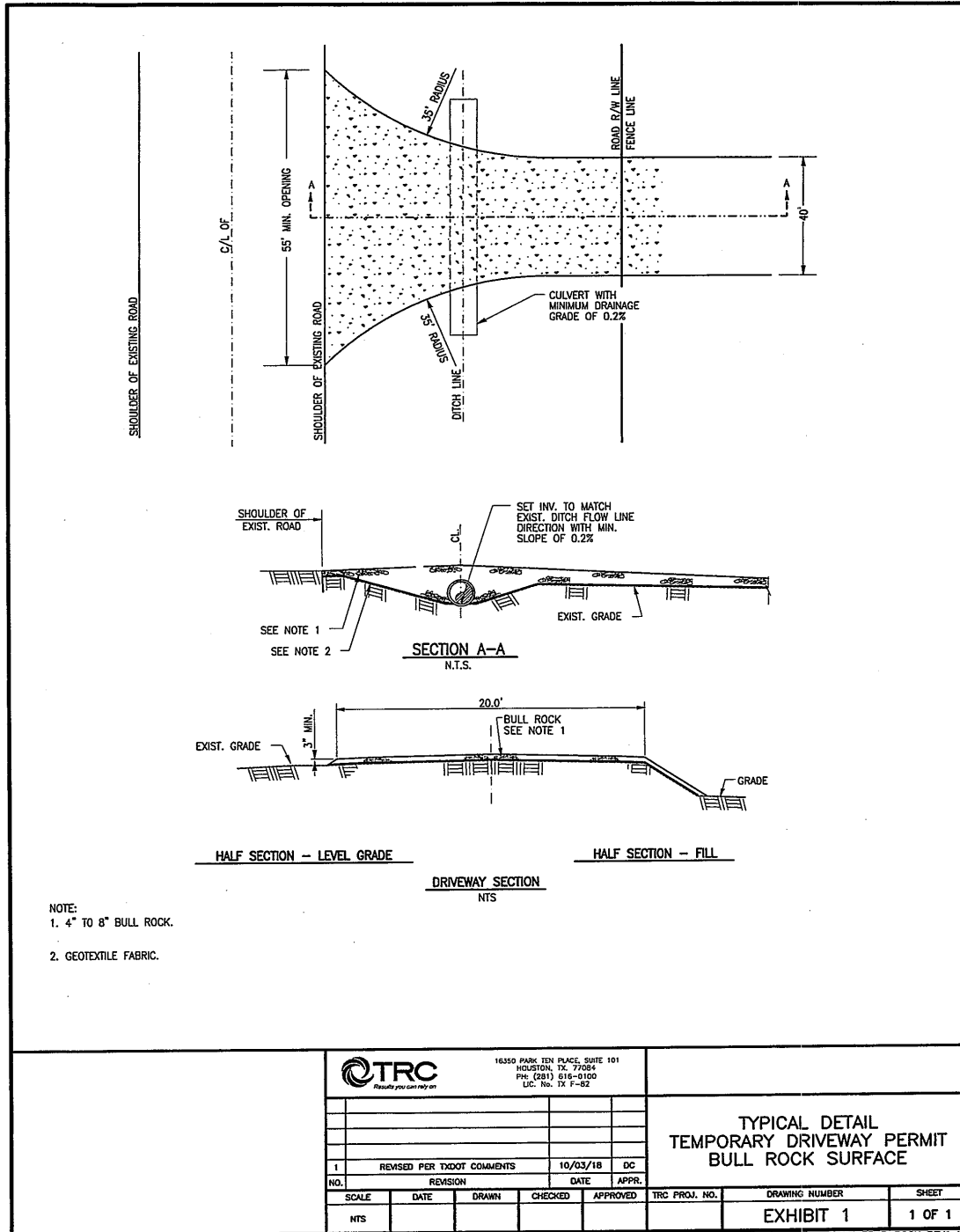
04-Apr-2019 1:03 PM

MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 NOVEMBER 25, 2019



Legend ROAD CROSSING PROPOSED PHP MAINLINE PUBLIC ROAD COUNTY BOUNDARY Permanent Easement Temporary Workspace ATWS	MAP DATE: 8/22/2019 SCALE: 1 in = 100 ft PROJECT NO.: 310126 310126-CO-RC-01	KINDER MORGAN PHP MAINLINE PUBLIC ROAD CROSSING CO RD 235 COLORADO COUNTY, TX

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**



16350 PARK TEN PLACE, SUITE 101
HOUSTON, TX 77054
PH: (281) 616-0100
LIC. NO. TX F-82

**TYPICAL DETAIL
TEMPORARY DRIVEWAY PERMIT
BULL ROCK SURFACE**

NO.	REVISION	DATE	APPR.	
1	REVISED PER TXDOT COMMENTS	10/03/18	DC	
SCALE	DATE	DRAWN	CHECKED	APPROVED
NTS				

TRC PROJ. NO.	DRAWING NUMBER	SHEET
	EXHIBIT 1	1 OF 1

03-Oct-2018 12:03 PM

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Maria D Zuniga, Joseph R Aulbert, Richard Allen Covington, Vickie Elaine Lacy, Ryan Varela, Ashley Koletar, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of February, 2019.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of February, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of May, 2019.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 NOVEMBER 25, 2019**

PERMIAN HIGHWAY PIPELINE PROJECT			
Date: <u>8/27/2019</u>	Spread : <u>E</u>	Spvr: <u>LF</u>	
Tract Number(s): <u>CR 235</u>			
Landowner(s) Name: <u>Colorado County</u>			
RIGHT OF WAY			
Permanent Easement:	<u>0.00075075</u>	Miles	X \$ <u>2,500.00</u> = <u>\$2,500.00</u>
Bore:	<u>1</u>		x \$ <u>2,500.00</u>
TOTAL RIGHT OF WAY COMPENSATION		=	\$5,000.00

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Umbrella/Excess Liability-RKH Specialty Ltd. One Creechchurch Place; London EC3A 5AF All Other Liab-Marsh Wortham, a division of Marsh, Inc PO Box 1388; Houston, TX 77251	CONTACT NAME: Marsh Wortham, a division of Marsh USA, Inc
	PHONE (A/C, No, Ext): 713-526-3366 FAX (A/C, No): E-MAIL: ADDRESS:
INSURED Kinder Morgan, Inc. 1001 Louisiana St., Suite 1000 Houston TX 77002	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: INSURER B : Certain Underwriters at Lloyd's, London, England INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 50363174 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			SEE ATTACHED	8/1/2019	8/1/2020	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Permian Highway Pipeline, LLC is included as a named insured
--See Attached Remarks Schedule--

CERTIFICATE HOLDER Colorado County Judge 400 Spring St, Room 107 Columbus TX 78934	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE RKH Specialty Ltd. / Marsh Wortham, a division of Marsh USA, Inc.
--	---

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

AGENCY CUSTOMER ID: 10KINDEMOR1

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Marsh Wortham, a division of Marsh USA, Inc		NAMED INSURED Kinder Morgan, Inc. 1001 Louisiana St., Suite 1000 Houston TX 77002	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)**

**HOLDER: Colorado County Judge
ADDRESS: 400 Spring St, Room 107 Columbus TX 78934**

WITH RESPECTS TO EXCESS LIABILITY:

Policy Number B0180ME1901958
 Policy Number B0180ME1902911
 Policy Number B0180ME1918953
 *SIR per policy terms and conditions

The General Liability is Self Insured.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019

SUR0058446

SUPERHEAVY OR OVERSIZE PERMIT BOND

THE STATE OF TEXAS;

COUNTY OF COLORADO: KNOW ALL MEN BY THESE PRESENTS:

That we, Permian Highway Pipeline LLC, of
1001 Louisiana Street, Suite 1000, Houston, TX 77002, as
Principal, and Argonaut 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 total bond amount for road use is \$410,000.00

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 November 20, 2020, then this obligation to be null and void,
otherwise to remain in full force and virtue of Law.

Dated this the 20th day of November, 2019.

Permian Highway Pipeline LLC
Principal

By Anthony Ashley Title Vice President

Argonaut Insurance Company
Surety

Countersigned

By Not Required
Texas Resident Agent

By Maria D. Zuniga
Maria D. Zuniga, Attorney-In-Fact

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Marc W. Boots, Richard Covington, Vickie Lacy, Maria D. Zuniga, Joseph R. Aulbert, Ashley Koletar, Ryan Varela

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$75,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

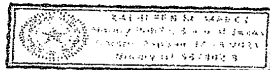
by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Muelo
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 20th day of November, 2019.



James Bluzard

James Bluzard, Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Argonaut Insurance Company and its affiliates by telephone for information or to make a complaint:

ARGONAUT INSURANCE COMPANY

Please send all notices of claim on this bond to:

Argonaut Insurance Company
Argo Surety Claims
225 W. Washington St., 24th Floor
Chicago, IL 60606

(833) 820-9137 (toll-free)

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(512) 490-1007

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your agent or Argo Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

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

NOVEMBER 25, 2019

- __5.** Road Use Agreement between Colorado County and Permian Highway Pipeline LLC to use County Road 235, Precinct No. 2. (Kubesch)

Motion by Commissioner Kubesch to approve Road Use Agreement between Colorado County and Permian Highway Pipeline LLC to use County Road 235, Precinct No. 2; seconded by Commissioner Wessels; 4 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

**ROAD USE AGREEMENT BETWEEN
COLORADO COUNTY AND PERMIAN HIGHWAY PIPELINE, LLC**

On this the 25 day of November, 2019, Colorado County, herein known as "County" address 400 Spring Street, Rm. 107, Columbus, Texas 78934 and Permian Highway Pipeline LLC herein known as address 1001 Louisiana Street, Suite 1000, Houston, TX 77002, for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, Permian Highway Pipeline, LLC, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, Permian Highway Pipeline, LLC, agrees to repair damage to the following roads CR 235, in Commissioner Precinct No. 2.
The County and Permian Highway Pipeline, LLC agree to meet before such overweight
4. traffic begins on county roads to document the condition of the county roads. After the overweight traffic stops, Permian Highway Pipeline, LLC, agrees to repair the county
5. roads to the condition the roads were in before such overweight traffic began.

6. Permian Highway Pipeline, LLC, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

Permian Highway Pipeline, LLC

Signature

Date

Printed Name

Daniel G. Gredvig

Authorized Representative for Colorado County:

Ty Prause, County Judge

Signature

11/25/2019

Date

Darrell Kubesch

Colorado County Commissioner, Prct. No. 2

Signature of Commissioner

11/25/2019

Date

ATTEST:

Kimberly Menke

Kimberly Menke, County Clerk

By: _____ Deputy

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

6. Road Use Agreement between Colorado County and Permian Highway Pipeline LLC to use County Road 255 South, Precinct No. 2. (Kubesch)

Motion by Commissioner Kubesch to approve Road Use Agreement between Colorado County and Permian Highway Pipeline LLC to use County Road 255 South, Precinct No. 2; seconded by Commissioner Wessels; 4 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

**ROAD USE AGREEMENT BETWEEN
COLORADO COUNTY AND PERMIAN HGHWAY PIPELINE LLC**

On this the ___ day of _____, 20___, Colorado County, herein known as "County", address 400 Spring Street, Rm. 107, Columbus, Texas 78934 and Permian Highway Pipeline LLC herein known as "PHP", address 1001 Louisiana Street, Suite 1000, Houston, TX 77002, for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, PHP, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, PHP, agrees to repair damage to the following roads:
CR 255 South, in Commissioner Precinct No. 2
4. The County and PHP agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After the overweight traffic stops, PHP, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. PHP, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

Permian Highway Pipeline, LLC

Signature

Date

Printed Name

[Signature]
11-20-19
Daniel G. Gredvig

Authorized Representative for Colorado County:

Ty Prause, County Judge

Signature

Date

Darrell Kubesch

Colorado County Commissioner, Prct. No. 2

Signature of Commissioner

Date

ATTEST:

[Signature]
Kimberly Menke, County Clerk

By: _____ Deputy

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

NOVEMBER 25, 2019

- __7. Road Use Agreement between Colorado County and Permian Highway Pipeline LLC to use County Road 260, Precinct No. 2. (Kubesch)**

Motion by Commissioner Kubesch to approve Road Use Agreement between Colorado County and Permian Highway Pipeline LLC to use County Road 260, Precinct No. 2;

seconded by Commissioner Wessels; 4 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

**ROAD USE AGREEMENT BETWEEN
COLORADO COUNTY AND PERMIAN HIGHWAY PIPELINE LLC**

On this the ___ day of _____, 20___, Colorado County, herein known as "County", address 400 Spring Street, Rm. 107, Columbus, Texas 78934 and Permian Highway Pipeline LLC herein known as "PHP", address 1001 Louisiana Street, Suite 1000, Houston, TX 77002, for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, PHP, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, PHP, agrees to repair damage to the following roads: CR 260, in Commissioner Precinct N. 2
4. The County and PHP agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After the overweight traffic stops, PHP, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. PHP, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

Permian Highway Pipeline, LLC

Signature

Date

Printed Name

Daniel G. Greaney

10-8-19

Authorized Representative for Colorado County:

Ty Prause, County Judge

Signature

Date

Darrell Kubesch

Colorado County Commissioner, Prct. No. 2

Signature of Commissioner

Date

ATTEST:

Kimberly Menke

Kimberly Menke, County Clerk

By: _____ Deputy

11-25-19

Darrell Kubesch 11-25-19

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

NOVEMBER 25, 2019

- __8.** Discuss and consider construction bids received for the County's TxCDBG 7218089 water improvements grant. (Wessels)

Kirk Lowe, PE, Vice President of Engineering with FSB Inc. was present and informed there were (4) bids received and opened on October 17, 2019. All bids were from out of State. The lowest bidder was Caldwell Tanks, Inc. bidding a (50) thousand gallon tank for bid amount of \$444,600.00.

Motion by Commissioner Wessels to approve the request from Kirk Lowe to accept the lowest bid for the County's TxCDBG 7218089 water improvements grant; seconded by Commissioner Gertson; 4 ayes 0 nays; motion carried, it was so ordered.

- __9.** Discuss, consider and possibly act on award of construction contract for the County's TxCDBG 7218089 water improvements grant. (Wessels)

Commissioner Wessels stated that CDBG Construction Grant Funds is \$302,000.00; Previously Committed Match Funds \$50,000.00; Lowest Bidder being Caldwell Tanks, Inc. at \$444,600.00; Remaining Grant Funds being \$92,600.00.

Motion by Commissioner Wessels to award construction TxCDBG Contract Number 7218089 to Caldwell Tanks, Inc. for Contract Amount of \$444,600.00 and Rock Island Water District has secured bank loan for the \$92,600.00 and that Colorado County is not responsible for remaining grant funds; seconded by Commissioner Gertson; 4 ayes 0 nays; motion carried it was so ordered.

(See Attachments)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 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 horizontal line.

Kirk E. Lowe, PE
FSC INC. – Vice President of Engineering
klowe@fscinc.net

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 NOVEMBER 25, 2019**

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

Bid Opening Date: 10/17/2019

Bid Tabulation:

Contractor	Address	Bonded	Affidavit	Addendum	Amount
Pittsburg Tank and Tower Group	1 Watertank Place, Henderson, KY 42420	YES	YES	YES	\$ 580,253.00
MaGulre Iron	1610 N Minnesota Ave, Sioux 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
Engineer's Estimate					\$ 352,000.00

**MINUTES OF THE COLORADO COUNTY
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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
						\$352,000	\$0	\$352,000



K. Lowe
Signature of Registered Engineer/Architect Responsible For Budget Justification:

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

**MINUTES OF THE COLORADO COUNTY
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Proposal Form

Colorado County TxCDBG # 7218089

THIS PROPOSAL IS SUBMITTED TO:

Colorado County, Texas
Attention: Judge Ty Prause
County Judge
400 Spring Street, Room 107
Columbus, TX 78934

- A. The undersigned PROPOSER proposes and agrees, if this PROPOSAL is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Price and within the Times indicated in this FORM and in accordance with the other terms and conditions of the Contract Documents. PROPOSER accepts the terms of the form of Agreement and the Contract Documents.
- B. PROPOSER accepts all of the terms and conditions of the REQUEST FOR PROPOSAL and Instructions to Proposers including without limitation those dealing with the disposition of Proposal Security. This Proposal will remain subject to acceptance for sixty (60) days after the day of opening.

C. In submitting this PROPOSAL, PROPOSER represents and warrants, as more fully set forth in the Agreement, that:

- (a) PROPOSER has examined and carefully studied the Proposal Documents and Addenda. PROPOSER hereby acknowledges receipt of the following Addenda: (List Addenda by Addendum Number and Date).

Addendum No.: 1 Dated: 10/8/2019

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

- (b) Proposer has visited the site, has conducted all testing at the site Proposer deems necessary, has become familiar with, has taken into consideration in formulating its Proposal, and accepts the general, local and site conditions that may affect cost, progress, performance, and furnishing of the Work.

- (c) Proposer is familiar with, has taken into consideration in formulating its proposal and accepts all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

- (d) PROPOSER has carefully studied all reports of explorations and tests of subsurface conditions at, or contiguous to, the site and all drawings of physical conditions in, or relating to, existing surface or subsurface structures at, or contiguous to, the site (except Underground Facilities). PROPOSER understands, acknowledges, and agrees that such reports and drawings are not Contract Documents and may not be complete for PROPOSER's purposes. PROPOSER understands, acknowledges, and agrees that OWNER and ENGINEER are not responsible for and make no warranties regarding the accuracy or completeness of information and data shown or indicated in the PROPOSAL Documents with respect to surface and subsurface conditions and Underground Facilities at or contiguous to the site. PROPOSER has obtained and carefully studied and is responsible for obtaining and studying any and all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work, or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by PROPOSER and safety precautions and programs incident thereto as may be necessary. PROPOSER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this PROPOSAL for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

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- (e) PROPOSER is aware of the general nature of work to be performed by OWNER and others at the site that relates to Work for which this PROPOSAL is submitted as indicated in the Contract Documents.
 - (f) PROPOSER has correlated the information known to PROPOSER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - (g) PROPOSER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that PROPOSER has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to PROPOSER; PROPOSER has no questions regarding the Work; PROPOSER has all information necessary to make a fully informed PROPOSAL; and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this PROPOSAL is submitted.
 - (h) This PROPOSAL is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; PROPOSER has not directly or indirectly induced or solicited any other PROPOSER to submit a false or sham PROPOSAL; PROPOSER has not solicited or induced any person, firm, or corporation to refrain from PROPOSAL; and PROPOSER has not sought by collusion to obtain for itself any advantage over any other PROPOSER or over OWNER.
- D. PROPOSER is duly qualified to carry on business in the State of Texas; possesses or has the ability to possess all licenses, permits, and certificates of authority necessary to commence and to complete the Work in accordance with the PROPOSAL Documents; is fully qualified and has experience in performing work of the same type as the Work covered by the PROPOSAL Documents; and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services, and other means of construction to complete all work upon which PROPOSER proposes and complete said work within the time stated and for maintaining same as required for the following prices:

**MINUTES OF THE COLORADO COUNTY
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E. PROPOSAL PRICING/SCHEDULE

Chapter 2:

Chapter 3:

BASE PROPOSAL:

Chapter 4:

Item No.	Quantity	Unit	Item Description	Unit Price	Amount
1	1	LS	MULTI-COLUMN ELEVATED WATER STORAGE TANK	\$437,950.00	\$437,950.00
2	58	LF	4" WATER LINE (DIP) W/ FITTINGS	\$20.00	\$1,160.00
3	58	LF	8" WATER LINE (DIP) W/ FITTINGS	\$30.00	\$1,740.00
4	85	LF	CHAINLINK FENCE (REMOVE AND REPLACE)	\$30.00	\$2,550.00
5	600	LF	SILT FENCE	\$2.00	\$1,200.00

TOTAL BASE PROPOSAL AMOUNT

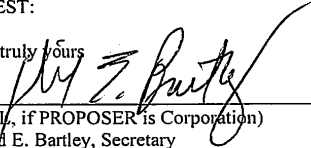
\$444,600.00

TOTAL CALENDAR DAYS FOR CONSTRUCTION (not to exceed 150 calendar days). Contractor proposes a contract duration of 150 Calendar days.

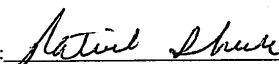
**MINUTES OF THE COLORADO COUNTY
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ATTEST:

Very truly yours



(SEAL, if PROPOSER is Corporation)
David E. Bartley, Secretary

By: 

(Signature)

Patrick A. Smith

(Typed or Printed Name)

Title: Sales Manager

PROPOSER: Caldwell Tanks, Inc.

(Name of Company)

Address: 4000 Tower Road

Louisville, KY 40219

Telephone No.: (502) 964-3361

Facsimile No.: (502) 966-8732

Surety Company: Great American Insurance Company

Address: 301 East 4th Street

Cincinnati, OH 45202

Telephone No.: (513) 412-9165

Facsimile No.: _____

**MINUTES OF THE COLORADO COUNTY
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POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that CALDWELL TANKS, INC., Louisville, Kentucky, a Kentucky Corporation, has constituted and appointed, and does constitute and appoint the persons named below as its true and lawful Attorneys-in-Fact, to execute proposals for the sale of materials or the construction of work, to make contracts for same, and execute Surety Bonds to be used in connection therewith:

KEVIN J. GALLAGHER
CARTER J. SPOELSTRA
PATRICK A. SMITH

ERIC W. MONSKE
WILLIAM A. STETZLER
JOSEPH M. GIADA


This appointment is made in accordance with Article V, Section 1 of the By-Laws of the Corporation as amended January 16, 1986, and still in full force and effect.

IN WITNESS WHEREOF, CALDWELL TANKS, INC. has caused these presents to be signed by its President, and its corporate seal to be thereunto affixed and duly attested by its Secretary this 27th day of August, 2019.

ATTEST:

CALDWELL TANKS, INC./


(SEAL) _____

BY: 
Bernard S. Fineman
President

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On this 27th day of August, 2019, before me personally appeared Bernard S. Fineman, President of CALDWELL TANKS, INC., who being duly sworn, said he resides in the state of Kentucky; that he is President of CALDWELL TANKS, INC., the Corporation described in and which executed the foregoing instrument; that he knows the Corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as President of said Corporation by like authority.

(SEAL) _____

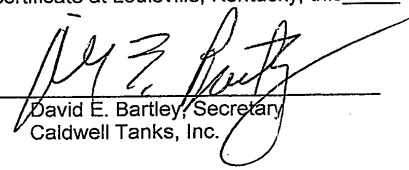
BY: 
Amy Owen
Notary Public, State at Large
MY COMMISSION EXPIRES 4/24/2020

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

I, David E. Bartley, Secretary of CALDWELL TANKS, INC. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by CALDWELL TANKS, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Louisville, Kentucky, this 17th day of October, 2019

(SEAL) _____

BY: 
David E. Bartley, Secretary
Caldwell Tanks, Inc.

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

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Caldwell Tanks, Inc. as PRINCIPAL, and Great American Insurance Company, as SURETY are held and firmly bound unto (City/County) hereinafter called the "Local Public Agency", in the penal sum of Five Percent of Total Amount Bid Dollars, (\$5% of Bid Amt), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated October 17, 2019, for Water Improvements TxCDBG Contract 7218089
50,000 Gallon Elevated Storage Tank

NOW, THEREFORE, the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above parties have executed this instrument this 17th day of October 2019, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

Caldwell Tanks, Inc.

(SEAL)

Attest:

By: Patrick A. Smith
Patrick A. Smith, Sales Manager
Affix
Corporate
Seal

Attest:

By: David E. Bartley
David E. Bartley, Secretary
Affix
Corporate
Seal

Attest:

By: _____

Countersigned

By: Cristy Nurse
Cristy Nurse, State of TX Non-Resident, License Number 2158194

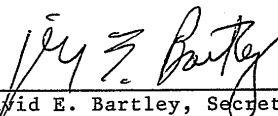
* Attorney-in-Fact, State of Texas

MINUTES OF THE COLORADO COUNTY
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CERTIFICATE AS TO CORPORATE PRINCIPAL

I, David E. Bartley, certify that I am the Secretary of the Corporation named as Principal in the bid bond; that _____
Patrick A. Smith who signed the said bond on behalf of the Principal was then ^{Sales}Manager of said corporation; that

I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and
attested to, on behalf of said corporation by authority of its governing body.

Title:  ^{Corporate}
David E. Bartley, Secretary _{Seal}

* Power-of-attorney for person signing for Surety Company must be attached to bond.

**MINUTES OF THE COLORADO COUNTY
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GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 21318

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
CRYSTY NURSE	NEW ALBANY, INDIANA	ALL
BARBARA O'DONNELL	LOUISVILLE, KENTUCKY	\$100,000,000
DUANE RAY	LOUISVILLE, KENTUCKY	
JENNIFER K. WILLIAMS	LOUISVILLE, KENTUCKY	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30TH day of MAY 2019.

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 30TH day of MAY, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-16-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

17 day of October

2019



Stephen C. Beraha

Assistant Secretary

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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A1001

Equal Opportunity Guidelines for Construction Contractors

Note: To be included in bid packet and distributed at the preconstruction conference (optional)

1. **What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?**
For contracts over \$ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
2. **Are construction contractors required to ensure a legal working environment for all employees?**
Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**
No, two or more women should be assigned to each site when possible.
4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**
Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.
5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**
Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.
6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**
If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to TDA.
7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**
Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.
8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**
Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.
9. **Are any in-service training programs provided for staff to update the EEO policy?**
At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

**MINUTES OF THE COLORADO COUNTY
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10. What recruitment efforts are made for Section 3 residents, minorities and women?

The construction contractor must notify, both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.

11. Are any measures taken to encourage promotions for minorities and women?

Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.

12. What efforts are taken to insure that personnel policies are in accordance with the EEO policy?

Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.

13. Can women be excluded from utilizing any facilities available to men?

No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.

14. What efforts should be utilized to include minority and female contractors and suppliers?

Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.

15. If a construction contractor participates in a business related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?

No, the construction contractor is responsible for its own compliance.

16. Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?

No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.

17. What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?

The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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PLEASE PROVIDE CONTRACTOR PROOF OF SAM.GOV Clearance

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 006375141

ENTITY CALDWELL TANKS, INC.	Status: Active
DUNS: 006375141 +4:	CAGE Code: 10263 DoDAAC:
Expiration Date: 08/28/2020	Has Active Exclusion?: No Debt Subject to Offset?: No
Address: 4000 TOWER RD City: LOUISVILLE ZIP Code: 40219-1901	State/Province: KENTUCKY Country: UNITED STATES

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

NOVEMBER 25, 2019

A1002

SECTION 3 POLICY

In accordance with 12 U.S.C. 1701u (Section 3), Colorado County agrees to implement the following steps, which, to the *greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.
- G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of Colorado County, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.



Ty Prause, County Judge

10-22-18

Date

**MINUTES OF THE COLORADO COUNTY
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STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: October 17, 2019
Bidder (Legal Name of Firm): Caldwell Tanks, Inc.
Date Organized: 1887
Name of Owner(s): Caldwell Group, LLC
Address: 4000 Tower Road
Louisville, KY 40219
Date Incorporated 2/1/1892
Federal ID Number: 61-0148890
Number of Years in contracting business under present name 50 years
List all other names under which your business has operated in the last 10 years: W.E. Caldwell Co.,

Work Presently Under Contract:

Contract	Amount \$	Completion Date
<u>Approximately 100 contracts are presently being worked with a work on hand value of \$79,000,000.00. The capacity of tanks in progress range from 50,000 gallon to 3,000,000 gallon. This is a normal backlog well within our range of financial resources and fabrication and erection capabilities. If more specific information is required, we will be happy to furnish.</u>		

Type of work performed by your company: Design, fabrication and erection of water storage tanks.

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):
See attached.

Have you ever failed to complete any work awarded to you? Yes No
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? Yes No
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five-year period or is still in effect? Yes No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
<u>See attached Similar Projects listing</u>		

Major equipment available for this contract: Caldwell Tanks owns and maintains all permanent plant and field equipment necessary to manufacture and erect elevated and ground steel storage tanks.

Are you in compliance with all applicable EEO requirements? Yes No
(If no, please attach summary of details on a separate sheet.)

**MINUTES OF THE COLORADO COUNTY
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Are you a Section 3 business? (see below) Yes No

Section 3 Business Concerns:

- a) Businesses that are 51 percent or more owned by Section 3 residents;
- b) Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents;
- c) Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above; or
- d) Businesses located within the Grant Recipient's jurisdiction that identifies themselves as Section 3 Business Concerns because they provide economic opportunities for low- and very low-income persons.

Bank References Stock Yards Bank & Trust

Address: 1040 East Main Street

Contact Name: Joe Morrison

City & State: Louisville, Kentucky Zip: 40206

Phone Number: (502) 625-9162

Credit available: \$ \$12,000,000 Line of Credit

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? Yes No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 17th day of October, 2019.

Patrick A. Smith
Signature

Patrick A. Smith, Sales Manager
Printed Name and Title

Caldwell Tanks, Inc.
Company Name

Notary Statement:

Patrick A. Smith being duly sworn, says that he/she is the Sales Manager Position/Title
of Caldwell Tanks, Inc. (Firm Name), and hereby swears that the answers to the
foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and
requests any person, firm, or corporation to furnish any information requested in County of
Colorado in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 17th day of October, 2019.

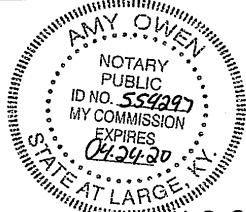
Notary Public

Amy Owen
Signature

Amy Owen, State At Large, KY
Printed Name

My Commission Expires: 4/24/2020

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.



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STATEMENT OF BIDDER'S QUALIFICATION

Work Presently under Contract:

Approximately 100 contracts are presently being worked with a work-on-hand value of \$79,000,000.00. The capacity of tanks in progress range from 50,000 gallon to 3,000,000 gallon. This is a normal backlog well within our range of financial resources and fabrication and erection capabilities. If more specific information is required, we will be happy to furnish.

Type of Work Performed by your Company:

The design, fabrication and erection of welded steel elevated and ground water storage tanks.

Total Staff Employed by Firm:

See attached listing of Managers and resumes.
See attached breakdown by Department

Statement of Experience of Similar Work:

(See attached)

Major Equipment:

Caldwell Tanks owns and maintains all permanent plant and field equipment necessary to manufacture and erect elevated and ground steel storage tanks.

Plant Equipment includes:

1500 ton Hydraulic Press for dishing spheroidal segments and transition segments; Plate Rolls for cylindrical and conical segments; Wheelabrator Blast Cleaning Equipment and necessary 10 ton overhead shop cranes, weld machines, etc., in a 200,000 square foot fabrication plant.

Field Equipment includes:

3 Cranes, 32 pickers and 44 construction vans equipped with generators, compressors, weld machines, small tools, and safety equipment, center mast, and 3 drum hoists specifically designed for construction of single pedestal and multi-column elevated water tanks.

Judgements, Claims, Arbitration/Lawsuits:

Acting as a general contractor, Caldwell Tanks completes approximately two hundred (200) construction projects annually. In the course of completing these contracts, we issue approximately 700 subcontracts and will engage subcontractors for about 25% of the work such as electrical, foundation, fencing, site work, etc. On occasions, disputes and claims arise. On very rare occasions, arbitration or other legal remedies will settle disputes and claims.

At the present time, there are approximately a dozen active claims or disputes pending settlement through legal channels or otherwise. For the past five years, the total dollar amount of disputed claims has never exceeded 1/2 of 1 percent of annual dollar volume.

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PRINCIPAL INDIVIDUALS OF CALDWELL TANKS, INC.

NAME	POSITION	COMPANY	INDUSTRY	EXPERIENCE
Bernard S. Fineman	President	1986	1986	Administrative
Kevin J. Gallagher	Vice President	1995	1995	Sales/Engineering
David Francis	Director-Operations	2010	1992	Civil Construction
Michael R. Shaffer	Director-Steel Construction	1997	1997	Steel Construction
Tony Burke	Director-Engineering	1988	1988	Engineering
Wilson Frazier	Director-Environmental H & S	1997	1989	Safety
Scott McIntire	Director-Quality Assurance	1999	1981	Project Management /Quality Assurance

4000 Tower Road
57 East Broad Street

Louisville, KY 40219
Newnan, GA 30263

P: 502-964-3361
P: 770-253-3232

F: 502-966-8732
F: 770-251-9253

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**Kevin J. Gallagher, P.E.
4000 Tower Road
Louisville, Kentucky 40219
kgallagher@caldwelltanks.com
(502) 299-0092**

Professional Profile: Twenty-plus year track record of increasing responsibility with Caldwell Tanks, Inc., the market leader in storage tanks serving the Oil & Gas, Chemical, and Water industries. Experience includes all aspects of the storage tank industry, including sales, estimating, marketing, engineering, fabrication, construction, and project management of storage tanks. Effective leader and communicator.

Employment Summary:

1995 – Present: **Caldwell Tanks, Inc.**

2005 – Present
Vice President

Corporate Officer responsible for all aspects of Sales and Operations for Caldwell's storage tank product lines and service offerings.

2003 - 2004
Project Manager

Responsible for managing all aspects of new storage tank projects from contract signing to final completion and beyond. Management included internal and external scheduling, performance and cost responsibilities.

1995 - 2003
Project Engineer

Responsible charge for producing and checking storage tank and foundation design calculations and drawing packages used in fabrication and construction. Responsible for compliance with project plans, specifications and all applicable governing codes and regulations.

Education: MBA - University of Louisville
BSCE - Purdue University

Professional: Member – American Petroleum Institute, American Water Works Association, National Institute for Storage Tank Management, American Society of Civil Engineers, International District Energy Association, International Liquid Terminals Association, Association of Chemical Industry of Texas

Board of Directors, Vice President – Steel Tank Institute/Steel Plate Fabricators Association; Past Chairman, Field Erected Tank Section – Steel Tank Institute / Steel Plate Fabricators Association

Licensed Professional Engineer

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David E Francis

Work Experience:

Caldwell Tanks Inc. – Louisville, KY

9-2013 to Present: Director of Civil Construction – Manage and direct all in-house and subcontract operations in regards to foundation installation and underground water line installation nationwide.

6-2012 to 9-2013: Civil Subcontract Manager – Manage and direct the contracting and installation of all our subcontractors in regards to foundation installation and underground water line and utility installation.

5-2010 to 6-2012: Civil Construction Superintendent – Manage and direct all in-house foundation and water line piping crews.

Wilson Constructors LLC. – Louisville, KY

3-2007 to 4-2010: Owner – General Construction Company working in the residential and commercial areas.

AES Specialty Contractors – Louisville, KY

2003 to 2007 – Project Manager/Estimator – Specialty contractor working in the abatement, insulation and fireproofing industry. Work included job estimation and managing of field crews.

Badgett Constructors LLC. – Louisville, KY

1998 to 2003 - Onsite Project Manager/General Superintendent – Manage and direct job specific operations and subcontractors, work included concrete, general framing, plumbing above and below grade, HVAC, electrical, underground sewers and utility construction, flooring, ceilings along with many other construction related activities.

Abel Construction – Louisville, KY

1992 to 1998 – Laborer, Carpenter, General Superintendent – Work included installation of concrete, underground utilities, interior and exterior framing, finish work, equipment operation, manage and direct job specific operations, crews and subcontractors.

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Michael R. Shaffer

Current Role

**Caldwell Tanks, Inc.
Director of Steel Construction**

May 2014 – Present

Currently manage 150 employees including 14 superintendents/crews, 3 Construction Managers and 10 operational support staff
Oversee and manage department overhead and adjust estimates to accurately incorporate current overhead rates
Voting member of API committee (sub group Fabrication and Joint committee) which writes and modifies the API 650, 620 & 653 standards
Directly responsible for financial management of Steel Construction Division and interpreting corporate financial reports directly related to Steel Construction
Directly communicate with other department heads and coordinate Steel Construction activities to coincide with corporate needs, as well as, appropriately matching superintendent/crew skill sets to specific activities
Estimate steel construction costs for bidding purposes
Approve industrial tank bids prior to sending to the customer
Determine when changes in scope occur and direct Project Managers to notify customer of change and generate Change Order
Member of corporate Safety and Loss Control Committee
Write company specific safety policies to minimize personnel risk, promote safe and engaged employees and mandate safe work practices
Work with corporate attorney and CEO to negotiate union contracts
Negotiate with local unions on PLA (Project Labor Agreement) terms and conditions
Negotiate contract "Terms and Conditions" with various vendors and sub-contractors

Education

Sullivan University (Louisville, KY) Business Management Program
Edinboro University of Pennsylvania (Edinboro, PA) Criminal Justice Program

Technical Qualifications

Pennsylvania Department of Environmental Protection AFMX certified
NCCCO Large and Small Telescopic Crane Operator Certified

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Proficient at scaling very large and complex cranes including tandem/critical lifts
Ability to prepare professional lift plans in accordance with local, state and federal laws

Certified welder in SMAW (6010, 7010, 7018, 7014, 7024, 8018, 304S.S., 316S.S., Duplex) FCAW(11Ni1, 8Ni3, 311, 71M, 304S.S., 308S.S., 309S.S., 316S.S. and Duplex) SAW (L60 & L61)

Certified rigger and signal person

Experienced operating numerous sizes and styles of heavy equipment including cranes, derricks, lifts and earth moving equipment

OSHA 10 and 30 hour certified

ISTC Basic Plus certified

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GERALD A. (Tony) BURKE, P.E.

EDUCATION: University of Louisville, Louisville, Kentucky
Master of Engineering Degree in Civil Engineering - 2003
University of Louisville, Louisville, Kentucky
Bachelor of Science Degree – 1989

PROFESSIONAL REGISTRATIONS:

Licensed Professional Engineer in 11 states (Kentucky, Indiana, Minnesota, North Carolina, Ohio, Pennsylvania, South Carolina, South Dakota, Texas, Wisconsin and Virginia)

EMPLOYMENT:

10/08-Present Director of Engineering
Caldwell Tanks, Inc., Louisville, Kentucky

Responsibilities

- Direct engineering staff in all phases of technical work
- Establish production priorities for engineering staff
- Coordinate work activities with outside consultants
- Perform annual reviews of engineering department staff
- Establish annual goals for engineering department
- Establish standard processes for engineering design
- Direct research and development activities
- Problem solve issues related to foundation construction, shop fabrication, and tank erection
- Serve as engineer-of-record on numerous projects
- Report engineering department activity and progress to Caldwell management team

04/99-10/08 Engineering Production Manager
Caldwell Tanks, Inc., Louisville, Kentucky

Responsibilities

- Prioritize and schedule daily responsibilities of engineering department staff
- Coordinate work activities with outside consultants
- Perform annual reviews of engineering department staff
- Interact with Vice-President of Engineering in development of annual goals for engineering department
- Establish standard processes for engineering design
- Serve as primary technical consultant to key personnel in other departments of company
- Problem solve issues related to foundation construction, shop fabrication, and steel tank erection
- Serve as project engineer and/or engineer-of-record on all CET projects (see below for additional responsibilities listed under project engineer description)

Abilities

- Proficient in a variety of software packages including Mathcad, Autocad, Microsoft Office Suite
- Knowledgeable in many design codes including ASCE 7, IBC, ACI 318, AWWA D100, API 650
- Technical – tank and foundation projects completed nationwide for all types of owners under all types of contractual requirements including design-build, industrial, municipal, site development, and federal government
- Communication skills – experienced in dealing with wide variety of persons from technical to management to laborers
- Multi-tasking – maintain technical responsibilities for 15-20 projects at any given time along with managerial responsibilities

Recognitions

- Served as project engineer or engineer-of-record for many tanks recognized by various trade associations

08/88-04/99 Project Engineer
Caldwell Tanks, Inc., Louisville, Kentucky

- Lead Project Engineer and Engineer of Record for Composite Elevated Tanks
- Lead Project Engineer on all first-time tank styles and tank sizes
- Train new hires within Engineering Department
- Responsible for the review of design calculations and details for foundation and tank drawing submittal packages.
- Provide technical support for departments throughout the organization
- Assist with updates to proprietary design software
- Maintain technology used by engineering department staff
- Responsible for design of all styles of tanks and foundations
- Serve as backup for programming of automated burning tables
- Foundation designs include shallow individual footings, ringwalls, ringwalls with mats and footings, ground modification procedures, all types of deep foundations

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Wilson F. Frazier, CSP, CUSA

Current Role

Director – Environmental, Health, & Safety – Caldwell Tanks, Inc. 1997 - Present
Administration, implementation, and monitoring of all safety and health programs. Field and shop worksite safety audits. Field and shop employee safety training for OSHA, MSHA, EPA, and local regulations. Assurance of Federal, State, and Local regulations compliance. Environmental and hazardous waste management including record keeping for Title V compliance. Worker's compensation management and record keeping.
Security management. Complex project safety management for numerous high profile site owners including NASA, Corp of Engineers, U.S. Government, Bureau of Prisons, Numerous Refineries, Power Generation and Chemical Plants and more. Lead Abatement Management

Education

<i>Master of Science – Loss Prevention and Safety</i>	<i>December, 1997</i>
<i>Eastern Kentucky University; Richmond, KY</i>	
<i>Bachelor of Science – Industrial Risk and Safety Management</i>	<i>August, 1996</i>
<i>Eastern Kentucky University; Richmond, KY</i>	

Professional Experience

Safety Manager – American Tape
Safety Director – Armada Manufacturing
Safety and Health Inspector – Eastern Kentucky University

Professional Certifications & Authorized Training

Certified Safety Professional by the Board of Certified Safety Professionals
Certified Utility Safety Administrator by the National Safety Council
Authorized OSHA 10- and 30-Hour Construction Industry Outreach Trainer
Vertical Rescue Solutions Certified High Angle Rescue Instructor
Qualified Trenching and Shoring Competent Person Trainer
Qualified MSHA Surface Mine Instructor

Professional Affiliations

Board Member, Kentucky Safety & Health Network, 1998 – Present
ANSI Z117.1 Safety Requirements for Confined Spaces Committee Member, 2007 – Present
ANSI A10 Confined Space in Construction Sub-Committee Member, 2012
American Society of Safety Engineers, President-Elect Louisville Chapter 2012 (member since 1998)
Chairman, Steel Tank Institute/Steel Plate Fabricators Association Safety Committee, 2002 – 2004
Represented STI/SPFA Industry Association during OSHA Public Hearing Comments on Proposed Confined Space in Construction Standard
National Safety Council
Academic Advisory Board for EKU's College of Safety, 2010 – Current

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Scott M. McIntire, P.E.

Current Role

Quality Assurance Manager – Caldwell Tanks, Inc. 2003 - Present
Primary duty is to oversee the Quality Assurance program at Caldwell Tanks' two fabrication plants (in Kentucky & Georgia) and the Field & Paint Operations nationwide. These duties include: (1) Directing company inspectors as required. (2) Evaluating and resolving issues or questions that occur. (3) Recommendation, evaluation, purchase and installation of shop and field equipment.

Education:

Bachelor in Mechanical Engineering 1981 (Co-Op)
Georgia Institute of Technology

Professional Experience:

Operations Manager - Caldwell Tanks, Inc. 1999 – 2003
Primary duty is Department Head for Project Management. Other duties include: (1) Setting Job project schedule and ship dates for the Shop Operations at Newnan Plants. (2) Overseeing project to combine engineering departments. (3) Overseeing equipment purchase and installation of shop improvements. (4) Coordinate with past owner to close-out outstanding projects and "tie-up" loose ends.

Vice President – Operations – Brown Steel Contractors, Inc. 1997 - 1999
Responsible for all Project Management, Engineering, Shop and Field Operations. Duties and accomplishments included: (1) Setting Field Schedule - which, in turn, dictated all other schedules. (2) Improved Shop and Field Performance while reducing injuries. (3) Reviewed all capital expense requests for my departments - submitting annual and updated capital expense budgets. (4) Remained very involved in Project Management and Engineering due to lack of experience in the departments. (5) Coordinated with Sales in determining bidding philosophy - i.e. acceptable margins based on current backlogs in the shop and field.

Chief Production Engineer – Brown Steel Contractors, Inc. 1989 - 1997
Responsible for overseeing all drawing production and engineering issues. Standards used include AWWA-D100, API 650, API 620, FM and Customer Specifications. Duties and accomplishments included: (1) Partially automating drawing production - improving the quality, presentation and speed in which drawings were produced. (2) Developed and oversaw Die design for 1500 Ton Press. (3) Developed and oversaw the use of N.C. for all burning tables - including "flat plate" layout for dished segments. (4) Worked with Sales to improve accuracy of Sales preliminary design.

Staff Engineer - Brown Steel Contractors, Inc. 1984 - 1988
Responsible of complete design and detailing of approximately 120 elevated water tanks and API tanks ranging in size from 50,000 gallon to 1.5 million. Designs included foundations, structural supports and standards. Also responsible for implementing the use of AutoCad in Engineering starting in 1987.

Field Engineer - Brown Steel Contractors, Inc. 1983-1984

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Worked on erection crews to obtain first hand knowledge of erection procedures and problems. Used this knowledge in all future engineering and operations management.

Sales Engineer- Brown Steel Contractors, Inc. 1981- 1983
Reviewed plans and specifications for design requirements, developing a preliminary design used for estimating.

Certification:

Professional Engineering Registration (GA in 1985)
NACE Certified Coatings Inspector – Level III
AWS CWI Certified Welding Inspector
SSPC – Quality Control Supervisor
ICC General Building Contractor

Affiliations:

American Welding Society (AWS)
NACE International
The Society for Protective Coatings (SSPC)

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DEPARTMENT	9/30/2019	
	Full Time	Part Time
Civil-Hourly	15	
Civil- Salary	4	
Coatings- Hourly		
Coatings- Salary		
Corporate- Hourly	2	2
Corporate- Salary	25	
Energy-Hourly	2	
Energy- Salary	4	
Engineering- Hourly	8	2
Engineering- Salary	11	
Field-Hourly		
Field- Salary		
Industrial- Hourly		
Industrial- Salary		
PM- Hourly	9	
PM- Salary	8	
Plant- Hourly	52	3
Plant- Salary	18	
Sales-Hourly		2
Sales- Salary	8	
Steel- Hourly	82	1
Steel- Salary	8	1
Water-Hourly		
Water- Salary		
Westlake- Hourly		
Westlake- Salary		
CT Total	256	11
Corporate - Caldwell Only (FT/PT)	<u>Corporate Breakdown</u>	
	Accounting	5

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	HR	6
	IT	4
	Marketing	
	Purchasing	3
	QA	5
	Safety	5
	Scheduler	
	Upper Mgmt	1
	ISO	1
Totals		30

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DOUBLE ELLIPSOIDAL ELEVATED WATER TANKS

<u>CAPACITY</u>	<u>LOCATION/OWNER</u>	<u>ENGINEER</u>	<u>DATE COMPLETED</u>
50M Elevated 134' HWL	City of Frankford Frankford, MO Roger Owens (573) 784-2618	Klingner & Associates, PC Hannibal, MO Mark Bross (573) 221-0020	10/17 \$435,000.00
50M Elevated 138'6" HWL	Brazoria County Angleton, TX James Hopkins (949) 864-1825	Kelly R. Kaluza & Associates Rosenberg, TX Matthew B. Breazeale (281) 341-0808	4/15 \$494,740.00
50M Elevated 100' HWL	Southwest Reg. Water Dist Clarinda, IA Kevin Gowing (712) 542-3259	Garden & Associates Oskaloosa, IA Mark Finsel, PE (641) 672-2526	3/15 \$431,000.00
50M Elevated 106' HWL	Village of Cisco Cisco, IL Rita Hatfield	Sodemann & Associates, Inc. Champaign, IL Andrew Kieser (217) 352-7688	11/12 \$390,000.00
50M Elevated 85' HWL	Larue County Water Dist #1 Buffalo, KY (270) 325-3242	Cann-Tech, LLC Lawrenceburg, KY Derek Motsch (502) 859-0907	10/12 \$410,800.00
50M Elevated 69' HWL	McCreary Co Water Dist. Whitley City, KY Raymond Taylor (606) 376-2540	Strand Associates, Inc Louisville, KY Ryan Tinsley (502) 583-7020	4/10 \$499,993.00
50M Elevated 144' HWL	City of Elgin Elgin, TX Jeff Coffee (512) 285-5721	TRC Engineers, Inc Austin, TX Bo Perry (512) 454-8716	3/10 \$668,200.00
50M Elevated 145' HWL	Village of Royal Lakes Royal Lakes, IL London Simmons, Mayor (618) 836-7124	John H. Crawford & Assoc, PC Carterville, IL Dan Fisher (618) 985-6370	02/10 \$377,000.00
50M Elevated 170' HWL	Bell-Milam-Falls WSC Cameron, TX Robert Jekel, Manager	Duff Consulting Engineers Waco, TX Anna Duff Adamek, PE (254) 756-5414	07/09 \$402,000.00
50M Elevated 110' HWL	Audrain PWSD #2 Mexico, MO Kristine Smiley (573) 581-8230	Marshall Engrg & Surveying Columbia, MO William L Marshall (573) 875-8832	10/08 \$290,000.00

CONFIDENTIAL

Approved: 9/6/2018

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CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
	Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="margin-left: 40px;">N/A for Caldwell Tanks, Inc.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="margin-left: 40px;">N/A for Caldwell Tanks, Inc.</p> <p style="margin-left: 80px;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">N/A for Caldwell Tanks, Inc.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <p style="margin-left: 40px;">N/A for Caldwell Tanks, Inc.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7 N/A for Caldwell Tanks, Inc.</p>		
<p style="margin-left: 40px;"><i>Patrick A. Smith</i></p> <p style="margin-left: 40px;">Signature of vendor doing business with the governmental entity</p> <p style="margin-left: 40px;">Patrick A. Smith, Sales Manager</p>		<p style="margin-left: 40px;">October 17, 2019</p> <p style="margin-left: 40px;">Date</p>

**MINUTES OF THE COLORADO COUNTY
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**CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of ~~Texas~~ Kentucky)

County of Jefferson)

Patrick A. Smith, being first duly sworn, deposes and says that:

- (1) He/She is Sales Manager of Caldwell Tanks, Inc., the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Colorado County, TX (Local Public Agency) or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

Patrick A. Smith

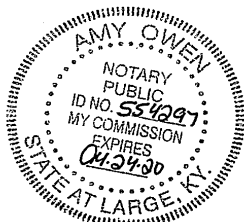
Patrick A. Smith, Sales Manager
Title

Subscribed and sworn to me this 17th day of October, 2019.

By:

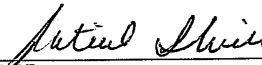
Amy Owen
Amy Owen, Notary Public
State At Large, KY

My commission expires April 24, 2020



**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development	
CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS	
INSTRUCTIONS	
CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.	
NAME AND ADDRESS OF BIDDER (include ZIP Code)	Caldwell Tanks, Inc. 4000 Tower Road Louisville, KY 40219
CERTIFICATION BY BIDDER	
Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
The undersigned hereby certifies that:	
<input checked="" type="checkbox"/> The Provision of <u>Local Training, Employment, and Business Opportunities</u> clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).	
<input checked="" type="checkbox"/> The <u>Equal Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000).	
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Patrick A. Smith, Sales Manager	
NAME AND TITLE OF SIGNER (Please type)	
 SIGNATURE	October 17, 2019 DATE

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

Caldwell Tanks, Inc. agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the County of Colorado.

- A. To ascertain from the City/County's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
- J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
- K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of Caldwell Tanks, Inc., we the undersigned have read and fully agree to this Plan and the Grantee's Section 3 Plan, and become a party to the full implementation of the program and its provisions.

Patrick A. Smith
Signature

Patrick A. Smith
Printed Name

Sales Manager
Title

October 17, 2019
Date

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

**Instructions for Proposed Contracts Breakdown and
Estimated Project Workforce Breakdown**

Proposed Contracts Breakdown

Type of Contracts – list all construction, materials, or other types of subcontracts (for example: electrical, plumbing, concrete, boring, etc.)

No. of Contracts – Number of contracts under this category

Approximate Total Dollar Amount – Total amount of each contract

Estimated No. to Local Business – Number of contracts awarded to local businesses and Section 3 businesses

Estimated \$ Amount to Local Business - How many dollars will be spent locally for each type of contract? For example: will you hire any local employees or subcontractors?

Estimated Project Workforce Breakdown

Work Classifications – Classification of project employees as defined on Wage Rate

Total Estimated Positions – List the number employees for each work classification will you need on this project

Number of Positions Currently Filled – List the number of estimated positions you currently have filled

Number of Positions Not Filled – List the number of estimated positions you currently do not have filled

Number of Positions to Fill with Low to Moderate Income (Section 3) Residents – List the number of local residents earning low to moderate incomes that you plan to employ to fill the estimated positions not filled

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated \$ Amount Local Business
Foundation, Piping	1	\$77,500.00	0	\$0
Tank Painting	1	\$81,000.00	0	\$0

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with LMI Residents (Section 3)
BOILERMAKERS:				
Journeyman	6	6	0	0
Helpers	0	0	0	0
Apprentices	0	0	0	0
Maximum # Trainees	0	0	0	0
Others	0	0	0	0
Totals	6	6	0	0

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

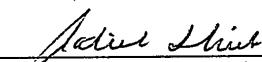
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Caldwell Tanks, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Patrick A. Smith, Sales Manager

Printed Name and Title of Contractor's Authorized Official

October 17, 2019

Date

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019



CERTIFICATE

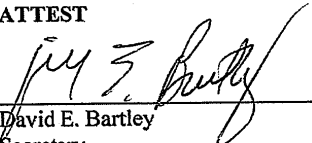
This is to certify that Caldwell Tanks, Inc. has met all requirements and is licensed in to do business in the State of Texas.

OUR STATUTORY AND PROCESS AGENT IS:

Cogency Global Inc.
1601 Elm Street, Suite 4360
Dallas, Texas 75201


Dated this 17th day of October, 2019.

ATTEST



David E. Bartley
Secretary

CALDWELL TANKS, INC.

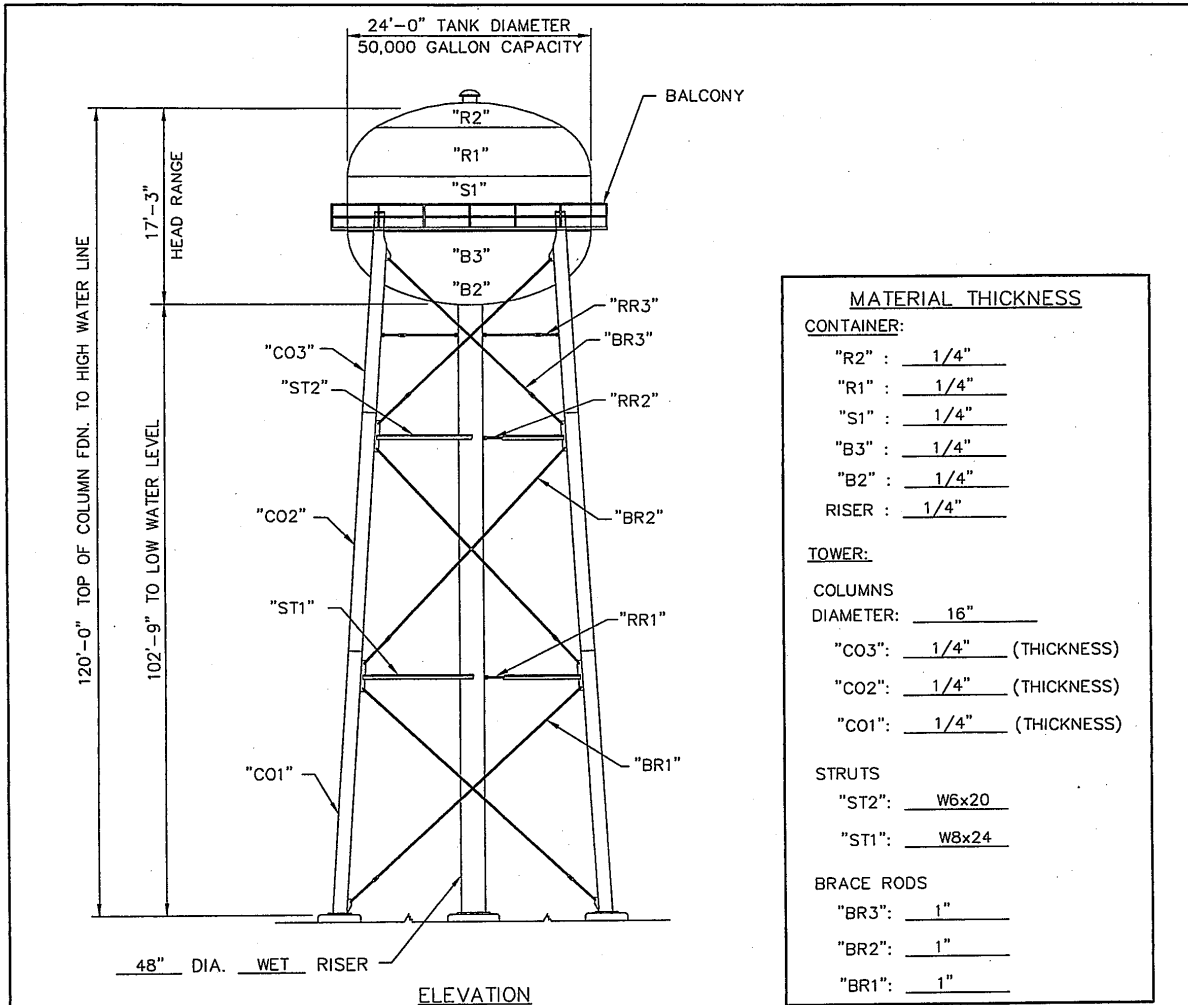


Patrick A. Smith
Sales Manager

(Seal)


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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

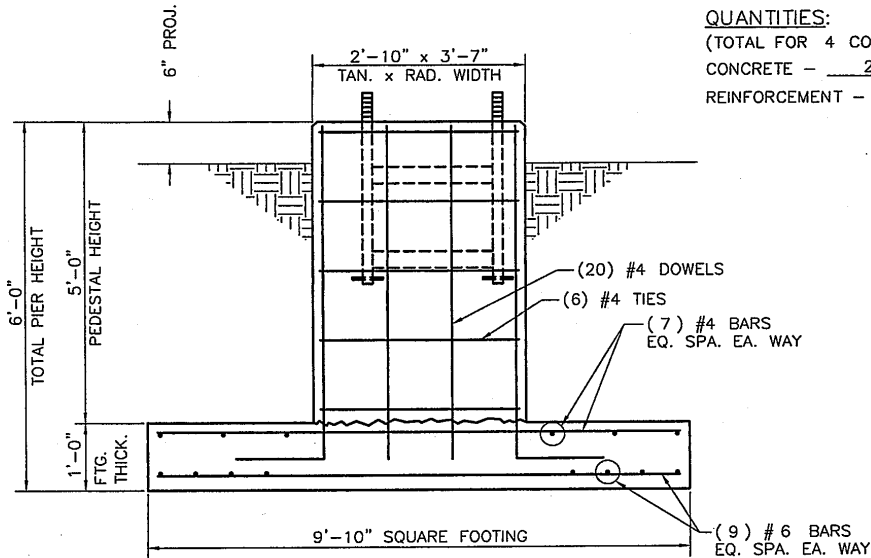


DESIGN PARAMETERS

DESIGN PER AWWA D100-11 AND PROJECT SPECIFICATIONS.
 ALL ACCESSORIES TO BE INCLUDED PER SPECIFICATIONS.
 SIZES AND THICKNESSES SUBJECT TO CHANGE WITH FINAL DESIGN.
 SITE CLASS: D
 SEISMIC LOAD - $S_s=8.8\%$ $S_1=3.3\%$
 BASIC WIND SPEED - 100 MPH
 4 BATTERED COLUMNS (0.75" IN 12")
 DIAMETER AT TOP OF FOUNDATION - 37'-8 5/8"

	
COLORADO CO, TX 50,000 GALLON DOUBLE ELLIPSOIDAL TANK	
BY: PJG	TITLE: BID SKETCH
DATE: 10/11/19	DRAWING NO.: BID 176

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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QUANTITIES:
(TOTAL FOR 4 COLUMNS)
CONCRETE - 22 CU. YDS.
REINFORCEMENT - 1,900 LBS.

PEDESTAL SECTION

NOTE:

THE PROJECT GEOTECHNICAL ENGINEER SHALL INSPECT AND APPROVE SUBGRADE PRIOR TO STEEL OR CONCRETE PLACEMENT.

DESIGN PARAMETERS

DESIGN PER AWWA D100-11 AND PROJECT SPECIFICATIONS.

ANCHOR BOLT CIRCLE DIA. - 37'-8 5/8"

SUBJECT TO CHANGE WITH FINAL DESIGN.

SEISMIC LOAD - $S_g = 8.8\%$ $S_1 = 3.3\%$

BASIC WIND SPEED - 100 MPH

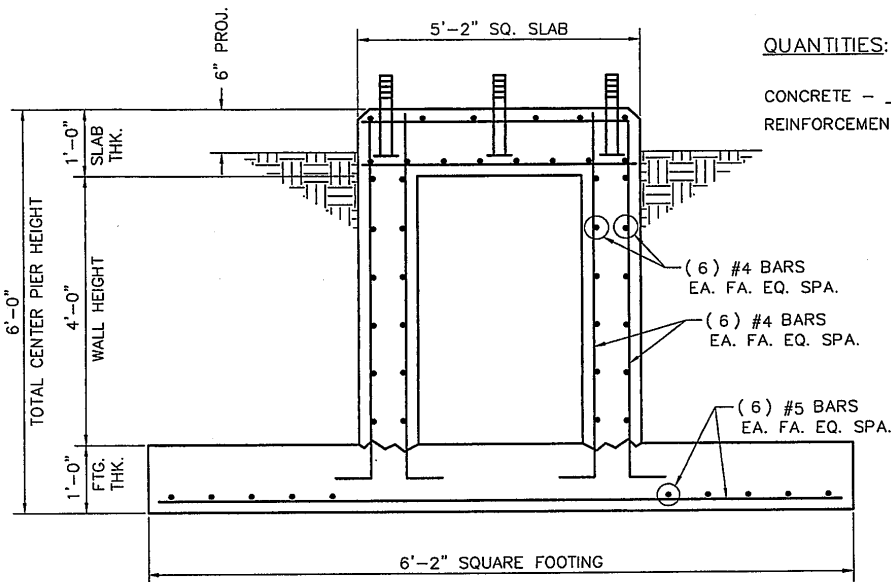
NET ALLOWABLE BEARING CAPACITY - 4,000 PSF

CONCRETE STRENGTH - 4,000 PSI

REINFORCING STEEL PER ASTM A615 GR. 60.

CALDWELL <small>Since 1887</small> <i>Water - Energy - Industrial</i>	
COLORADO CO. TX 50,000 GALLON DOUBLE ELLIPSOID TANK	
BY: PJG	TITLE: COLUMN PIER DETAIL
DATE: 10/11/19	DRAWING NO.: BID 176

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**



QUANTITIES:

CONCRETE - 4 CU. YDS.
REINFORCEMENT - 300 LBS.

(6) #4 BARS
EA. FA. EQ. SPA.
(6) #4 BARS
EA. FA. EQ. SPA.
(6) #5 BARS
EA. FA. EQ. SPA.

CENTER PIER SECTION

(2) WALLS REQUIRED

NOTE:

THE PROJECT GEOTECHNICAL ENGINEER SHALL INSPECT AND APPROVE
SUBGRADE PRIOR TO STEEL OR CONCRETE PLACEMENT.

DESIGN PARAMETERS

DESIGN PER AWWA D100-11 AND
PROJECT SPECIFICATIONS.

SUBJECT TO CHANGE WITH FINAL DESIGN.

SEISMIC LOAD - $S_S = 8.8\%$ $S_1 = 3.3\%$

BASIC WIND SPEED - 100 MPH

NET ALLOWABLE BEARING CAPACITY - 4,000 PSF

CONCRETE STRENGTH - 4,000 PSI

REINFORCING STEEL PER ASTM A615 GR. 60.

CALDWELL <small>Since 1887</small> <i>Water - Energy - Industrial</i>	
COLORADO CO, TX 50,000 GALLON DOUBLE ELLIPSOID TANK	
BY: PJC	TITLE: CENTER PIER DETAIL
DATE: 10/11/19	DRAWING NO.: BID 176

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

- _10. Authorization to issue requests for proposals for Administrative services (RFPs) related to the 2020 Texas County Transportation Infrastructure Fund (CTIF) administered by the Texas Department of Transportation (TXDOT). (Prause)

Motion by Commissioner Wessels to approve authorization to issue requests for proposals for Administrative services (RFPs) related to the 2020 Texas County Transportation Infrastructure Fund (CTIF) administered by the Texas Department of Transportation (TXDOT); seconded by Commissioner Gertson; 4 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

August 9, 2019

Susan M. Redford
Executive Director
Texas Association of Counties
1210 San Antonio Street
Austin, Texas 78701

Dear Director Redford:

During the 86th Regular Legislative Session (2019), the Texas Legislature passed House Bill 4280 which was signed by Governor Greg Abbott and becomes effective on September 1, 2019. HB 4280 modifies the existing Transportation Infrastructure Fund (Chapter 256, Texas Transportation Code), referred to as the County Transportation Infrastructure Fund (CTIF). The 86th Legislature also appropriated \$250 million for the CTIF Program, \$125 million in Senate Bill 500 from the Economic Stabilization Fund, and \$125 million in House Bill 1 (General Appropriations Act, Rider 47) from funds appropriated to the Texas Department of Transportation (TxDOT).

HB 4280 modifies the current statutory allocation formula for the CTIF program and the bill adds additional program requirements for eligible county grant recipients. HB 4280 modifies the statutory allocation formula for the CTIF program by adding the vertical well completion ratio as a factor in the program allocation formula and adjusting the percentages of the other factors to establish the following revised allocation formula for distributing grant funds among eligible counties:

- 10 percent - weight tolerance permits ratio;
- 20 percent - oil and gas production taxes ratio;
- 45 percent - horizontal well completion ratio;
- 10 percent - volume of oil and gas waste injected ratio; and
- 15 percent - vertical well completion ratio.

Additional changes made to the CTIF program in HB 4280 require a county that enters into a contract for a transportation infrastructure project that involves construction or maintenance of roads funded by a grant to: (1) advertise for bids for the contract; (2) receive competitive bids for the contract, publicly open the bids, and read aloud the names of the bidders and their bids; and (3) award the contract to the lowest responsible bidder.

The changes to the CTIF program made by HB 4280, and the current CTIF program requirements will require several steps over the next several months before TxDOT is able to award grants under the program. TxDOT is currently working on draft administrative rules and estimates that the Texas Transportation Commission (Commission) could adopt the rules in early calendar year 2020. At the end of this state fiscal year, which is over on August 31, 2019, TxDOT will work with the Texas Comptroller of Public Accounts, the Texas Railroad Commission, and the Texas Department of Motor Vehicles to obtain the required data to calculate the statutorily required allocation of CTIF grant funds with the updated formula requirements.

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

Director Redford

2

August 9, 2019

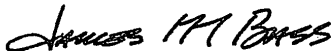
TxDOT anticipates that in the first quarter of calendar year 2020 CTIF grant applications and preliminary grant amounts will be provided to eligible counties. The preliminary grant amount may increase depending on the participation by counties that submit applications. Once the grant awards are finalized, counties will need to execute a CTIF Grant Agreement with TxDOT before receiving any grant funds. TxDOT's goal is to implement the program in the most efficient and practical way possible for Texas counties. In this effort to make the program and the awarding of grants as seamless and efficient as possible, the timeline and procedures will be very similar to the last CTIF program call TxDOT made in 2014.

Please note, as was the case in 2014, TxDOT emphasizes that any expenditures made by a county prior to a grant award will not be eligible for reimbursement under the CTIF program by TxDOT or be used to satisfy a part of a county's statutorily required matching funds. The matching fund requirement for this program is either 20 or 10 percent depending on a county's designation as an economically disadvantaged county. The Commission will adopt the 2020 economically disadvantaged county list this Fall.

Also, as you may be aware, Chairman Garnet Coleman of the House County Affairs Committee submitted an Attorney General opinion request (RQ-0295-KP) on July 18, 2019, regarding the continued use of the previous formula from the first CTIF program in 2014. Unless an intervening Attorney General Opinion suggests otherwise, it is TxDOT's intention to go forward with the stated timeline above and have a single grant call and award all \$250 million at one time.

The TxDOT website for this program <https://www.txdot.gov/government/funding/county-fund.html> will be updated in the months ahead with important information as it becomes available. We look forward to working with you on this program.

Sincerely,



James M. Bass
Executive Director

cc: Bill Hale P.E., Chief Engineer, TxDOT
Brian R. Barth P.E., Project Planning and Development, TxDOT
Trent W. Thomas, State Legislative Affairs, TxDOT
John C. Jameson, Transportation Programs Division, TxDOT

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

- _11. Approval of Interlocal Agreement between Lubbock County, Texas, acting through the Regional Public Defender for Capital Cases, and Colorado County, Texas, to provide court-appointed counsel for indigent individuals who are charged with the offense of capital murder (death-eligible). (Prause)

Motion by Commissioner Gerson to approve Interlocal Agreement between Lubbock County, Texas, acting through the Regional Public Defender for Capital Cases, and Colorado County, Texas, to provide court-appointed counsel for indigent individuals who are charged with the offense of capital murder (death-eligible); seconded by Commissioner Wessels; 4 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

**REGIONAL PUBLIC DEFENDER
FOR CAPITAL CASES**

P.O. BOX 2097
LUBBOCK, TX 79408
MAIN: (806)775-1520
FAX: (806)775-7954



CHIEF PUBLIC DEFENDER
Edward Ray Keith Jr.
DEPUTY PUBLIC DEFENDER
Keri Mallon

CHIEF OPERATING OFFICER
Amy Sharb
OFFICE ADMINISTRATOR
Elaine Nauert

November 5, 2019

Honorable Ty Prause
Colorado County Judge
PO Box 236
Columbus, TX 78934

RE: FY2020 Inter Local Agreement for Capital Cases Program

Judge Prause:

We have sent the enclosed Inter Local Agreement via email to you; however, we haven't heard anything back regarding your County's participation in our capital cases program.

I have enclosed the FY2020 Inter Local Agreement for your Commissioners Court consideration. Please place this on your next court date. If your county decides to participate, please send the signed Inter Local to asharb@rpdo.org or mail it to:

Regional Public Defender for Capital Cases
Attn: Amy Sharb
PO Box 2097
Lubbock, TX 79408

If your county decides not to participate, please send an email stating that to asharb@rpdo.org. We need written documentation of your counties decision to not participate.

Please feel free to contact me if you have any questions.

Thanks,


Amy Sharb

Angleton (979)266-7613	Austin (512)756-4621	San Antonio (210)886-8789	Lubbock (806)775-1522	Midland (432)688-4366	Terrell (972)551-0100	Wichita Falls (940)264-6169
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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made by and between **LUBBOCK COUNTY, TEXAS** ("LUBBOCK COUNTY"), a political subdivision of the State of Texas, acting through the Regional Public Defender for Capital Cases (the "PD"), and **COLORADO COUNTY, TEXAS** ("PARTICIPANT"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

RECITALS

WHEREAS, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

WHEREAS, the performance of this Agreement by LUBBOCK COUNTY and PARTICIPANT will be in the common interest of the Parties;

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I
PROGRAM**

- 1.01 **Program Purpose and Term**. The Regional Public Defender for Capital Cases (the "PD"), funded proportionately by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC"), will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

Participant recognizes that counties from other Administrative Regions are also participating in the program. Each county's participatory costs are based upon funding by the Texas Indigent Defense Commission that is expected to total \$4,200,000 in FY20 and \$4,200,000 in FY21. Of this total, \$4,200,000 in FY20 and \$4,200,000 in FY21 consist of Sustainability Grant Funds from the Texas Indigent Defense Commission ("TIDC"). It is possible that the TIDC may consider additional funding mechanisms during Fiscal Years 2020 and 2021; however, the TIDC funding is not anticipated to be less than detailed above. The remaining portion of the program's budget is cost-sharing commensurate with all eligible counties' applicable inclusion in the program.

**MINUTES OF THE COLORADO COUNTY
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In order to provide sustainable funding for the PD and a fund balance for emergency situations, participating counties will contribute (with a minimum contribution of \$1,000 per county) per the detailed county allocation schedule marked as Attachment 1 and incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the whole of the 181 participating counties (50%) and the average number of capital murder cases filed between 2003 and 2013 as a percentage of the 181 participating counties (50%).

The Interlocal Agreements shall become effective October 1, 2019 and continue through September 30, 2020. Thereafter, the agreements shall renew automatically each October 1st for a successive one-year term through September 30, 2021, unless terminated under this agreement.

- 1.02 **Judges Authorized to Appoint PD.** The District Courts in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, and 11th Administrative Judicial Regions in eligible counties may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries to appoint the PD for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the PD to accept appointment, the trial court shall appoint an attorney or attorneys other than the PD at the PARTICIPANT's expense.
- 1.03 **Duties and Responsibilities of the PD.** The PD will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the PD. The PD will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations.
- 1.04 **Program Analysis.** At least quarterly throughout the period of the grant and at the end of the grant year, the PD will prepare an analysis of the Program, as well as an estimated cost for PARTICIPANT's continued participation after all grant funds are expended. The analysis will consist of a fiscal analysis and an analysis of the effectiveness of the PD in meeting pre-established goals and objectives. The PD will provide copies of the analysis to PARTICIPANT's Commissioners Court and to the Honorable Judges identified of the Participating Administrative Judicial Regions. PARTICIPANT shall have three months from the date the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether participant will continue to participate in the Program. If PARTICIPANT requests to continue participating in the Program, a new interlocal agreement as to funding and the funding cycle will be necessary.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the PD information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.

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- 1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.
- 1.07 **Fact Investigators and Mitigation Specialists.** The PD will provide a fact investigator and mitigation specialist to cases assigned to the PD office.
- 1.08 **No other Costs Incurred.** Neither the TIDC nor the PD will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

**ARTICLE II
OTHER TERMS AND CONDITIONS**

- 2.01 **Notice and Addresses.** Unless otherwise specifically provided herein, all notices, reports, and invoices required under this Agreement shall be given in writing by certified or registered mail, addressed to the proper Party, at the following address:

If to LUBBOCK COUNTY:

Honorable Curtis Parrish
County Judge
Lubbock County
PO Box 10536
Lubbock, Texas 79408

And:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender for Capital Cases
PO Box 2097
Lubbock, Texas 79408

If to PARTICIPANT:

Honorable Ty Prause
Colorado County
PO Box 236
Columbus, Texas 78934

- 2.02 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.

**MINUTES OF THE COLORADO COUNTY
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- 2.03 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.04 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.05 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.06 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.07 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.08 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.09 **Withdrawal by Party.**
- (a) **Voluntary Withdrawal.** Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days' notice in writing to LUBBOCK COUNTY and the PD. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives written notice to LUBBOCK COUNTY.
- (b) **Involuntary Withdrawal.** PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT. PARTICIPANT shall be given thirty (30) days written notice of non-payment by LUBBOCK COUNTY and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

MINUTES OF THE COLORADO COUNTY
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(c) In the event that PARTICIPANT withdraws under (a) or (b) and the PD is representing an individual or individuals after having been appointed by a court in PARTICIPANT'S county, beginning on the effective date of the withdrawal, PARTICIPANT shall be responsible for timely payment of \$150.00 per hour for the first chair attorney, \$125.00 per hour for the second chair attorney, \$60.00 per hour for the mitigation specialist and \$50.00 per hour for the investigator. Additionally, PARTICIPANT shall also timely pay upon receipt and documentation all investigative costs incurred by the PD including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this 25th day of Nov., 2019.

COUNTY OF LUBBOCK

COUNTY OF COLORADO

Honorable Curtis Parrish
County Judge

Honorable Tom Frause
County Judge

ATTEST:

ATTEST:

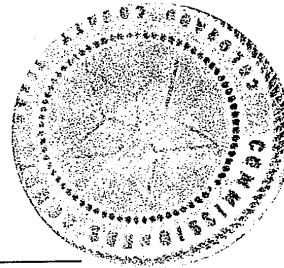
Honorable Kelly Pinion
Lubbock County Clerk

Colorado County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender
for Capital Cases



**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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REVIEWED FOR FORM:

REVIEWED FOR FORM:

R. Neal Burt
Civil Division Chief
Criminal District Attorney's Office
Lubbock County

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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County	2010 Pop	%Total Pop	Avg cases per yr	%Total Cases	FY20 Cost per County	FY21 Cost per County
Anderson	58,458	0.66%	0.9	0.69%	\$25,301.00	\$25,301.00
Andrews	14,786	0.17%	0.4	0.31%	\$8,984.00	\$8,984.00
Angelina	86,771	0.97%	1.3	0.99%	\$37,551.00	\$37,551.00
Aransas	23,158	0.26%	0.2	0.15%	\$7,646.00	\$7,646.00
Archer	9,054	0.10%	0.0	0.00%	\$1,719.00	\$1,719.00
Armstrong	1,901	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Atascosa	44,911	0.50%	0.6	0.46%	\$18,255.00	\$18,255.00
Austin	28,417	0.32%	0.9	0.69%	\$19,402.00	\$19,402.00
Bailey	7,165	0.08%	0.6	0.46%	\$10,447.00	\$10,447.00
Bandera	20,485	0.23%	0.1	0.08%	\$5,605.00	\$5,605.00
Bastrop	74,171	0.83%	0.5	0.38%	\$22,511.00	\$22,511.00
Baylor	3,726	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Bee	31,861	0.36%	1.6	1.22%	\$30,159.00	\$30,159.00
Bell	310,235	3.48%	6	4.58%	\$155,196.00	\$155,196.00
Blanco	10,497	0.12%	0.2	0.15%	\$5,058.00	\$5,058.00
Borden	641	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Bosque	18,212	0.20%	0.3	0.23%	\$8,174.00	\$8,174.00
Bowie	92,565	1.04%	2.9	2.21%	\$60,942.00	\$60,942.00
Brazoria	313,166	3.52%	1.2	0.92%	\$78,780.00	\$78,780.00
Brazos	194,851	2.19%	2.7	2.06%	\$78,144.00	\$78,144.00
Brewster	9,232	0.10%	0	0.00%	\$1,756.00	\$1,756.00
Briscoe	1,637	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Brooks	7,223	0.08%	0	0.00%	\$1,339.00	\$1,339.00
Brown	38,106	0.43%	1.9	1.45%	\$36,601.00	\$36,601.00
Burleson	17,187	0.19%	0.5	0.38%	\$11,001.00	\$11,001.00
Burnet	42,750	0.48%	0.1	0.08%	\$10,133.00	\$10,133.00
Caldwell	38,066	0.43%	0.1	0.08%	\$9,242.00	\$9,242.00
Calhoun	21,381	0.24%	0.3	0.23%	\$8,829.00	\$8,829.00
Callahan	13,544	0.15%	0.1	0.08%	\$4,159.00	\$4,159.00
Camp	12,401	0.14%	0	0.00%	\$2,413.00	\$2,413.00
Carson	6,182	0.07%	0	0.00%	\$1,126.00	\$1,126.00
Cass	30,464	0.34%	0.5	0.38%	\$13,747.00	\$13,747.00
Castro	8,062	0.09%	0	0.00%	\$1,515.00	\$1,515.00
Chambers	35,096	0.39%	0.2	0.15%	\$10,147.00	\$10,147.00
Cherokee	50,845	0.57%	0.4	0.31%	\$16,033.00	\$16,033.00
Childress	7,041	0.08%	0	0.00%	\$1,304.00	\$1,304.00
Clay	10,752	0.12%	0.3	0.23%	\$6,630.00	\$6,630.00
Cochran	3,127	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coke	3,320	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coleman	8,895	0.10%	0.1	0.08%	\$3,207.00	\$3,207.00
Collingsworth	3,057	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Colorado	20,874	0.23%	0.1	0.08%	\$5,685.00	\$5,685.00
Comal	108,472	1.22%	0.4	0.31%	\$27,857.00	\$27,857.00
Comanche	13,974	0.16%	0.2	0.15%	\$5,760.00	\$5,760.00
Concho	4,087	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Cooke	38,437	0.43%	0.9	0.69%	\$21,238.00	\$21,238.00

**MINUTES OF THE COLORADO COUNTY
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Coryell	75,388	0.85%	0.8	0.61%	\$27,599.00	\$27,599.00
Cottle	1,505	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Crane	4,375	0.05%	0.1	0.08%	\$2,272.00	\$2,272.00
Crockett	3,719	0.04%	0.1	0.08%	\$2,136.00	\$2,136.00
Crosby	6,059	0.07%	0.1	0.08%	\$2,620.00	\$2,620.00
Culberson	2,398	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dallam	6,703	0.08%	0	0.00%	\$1,234.00	\$1,234.00
Dawson	13,833	0.16%	0	0.00%	\$2,709.00	\$2,709.00
De Witt	20,097	0.23%	0	0.00%	\$5,374.00	\$5,374.00
Deaf Smith	19,372	0.22%	0.1	0.08%	\$2,446.00	\$2,446.00
Delta	5,231	0.06%	0.1	0.08%	\$4,005.00	\$4,005.00
Dickens	2,444	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dimmit	9,996	0.11%	0.1	0.08%	\$3,435.00	\$3,435.00
Donley	3,677	0.04%	0.1	0.08%	\$2,128.00	\$2,128.00
Duval	11,782	0.13%	0	0.00%	\$2,285.00	\$2,285.00
Eastland	18,583	0.21%	0.1	0.08%	\$5,211.00	\$5,211.00
Ector	137,130	1.54%	3.8	2.90%	\$85,957.00	\$85,957.00
Edwards	2,002	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Ellis	149,610	1.68%	1	0.76%	\$45,992.00	\$45,992.00
Erath	37,890	0.43%	1.2	0.92%	\$25,549.00	\$25,549.00
Falls	17,866	0.20%	0.8	0.61%	\$15,700.00	\$15,700.00
Fannin	33,915	0.38%	0.5	0.38%	\$14,461.00	\$14,461.00
Fayette	24,554	0.28%	0	0.00%	\$4,902.00	\$4,902.00
Fisher	3,974	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Floyd	6,446	0.07%	0	0.00%	\$1,181.00	\$1,181.00
Foard	1,336	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Franklin	10,605	0.12%	0.6	0.46%	\$11,158.00	\$11,158.00
Freestone	19,816	0.22%	0.2	0.15%	\$6,986.00	\$6,986.00
Frio	17,217	0.19%	0.4	0.31%	\$9,487.00	\$9,487.00
Gaines	17,526	0.20%	0.8	0.61%	\$15,629.00	\$15,629.00
Galveston	291,309	3.27%	3.1	2.37%	\$107,215.00	\$107,215.00
Garza	6,461	0.07%	0	0.00%	\$1,184.00	\$1,184.00
Gillespie	24,837	0.28%	0	0.00%	\$4,985.00	\$4,985.00
Glasscock	1,226	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Goliad	7,210	0.08%	0.1	0.08%	\$2,859.00	\$2,859.00
Gonzales	19,807	0.22%	0.7	0.53%	\$14,458.00	\$14,458.00
Gray	22,535	0.25%	0.8	0.61%	\$16,665.00	\$16,665.00
Grayson	120,877	1.36%	1.9	1.45%	\$53,724.00	\$53,724.00
Gregg	121,730	1.37%	2	1.53%	\$53,971.00	\$53,971.00
Grimes	26,604	0.30%	0.2	0.15%	\$8,390.00	\$8,390.00
Guadalupe	131,533	1.48%	1.3	0.99%	\$45,755.00	\$45,755.00
Hale	36,273	0.41%	0.5	0.38%	\$14,949.00	\$14,949.00
Hall	3,353	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Hamilton	8,517	0.10%	0	0.00%	\$1,609.00	\$1,609.00
Hansford	5,613	0.06%	0.1	0.08%	\$2,528.00	\$2,528.00
Hardeman	4,139	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Hardin	54,635	0.61%	0.7	0.53%	\$21,786.00	\$21,786.00
Harrison	65,631	0.74%	2.8	2.14%	\$54,139.00	\$54,139.00

**MINUTES OF THE COLORADO COUNTY
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Hartley	6,062	0.07%	0	0.00%	\$1,101.00	\$1,101.00
Haskell	5,899	0.07%	0	0.00%	\$1,066.00	\$1,066.00
Hays	157,107	1.76%	0.9	0.69%	\$44,867.00	\$44,867.00
Hemphill	3,807	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Henderson	78,532	0.88%	0.7	0.53%	\$26,373.00	\$26,373.00
Hill	35,089	0.39%	0.5	0.38%	\$14,704.00	\$14,704.00
Hockley	22,935	0.26%	0	0.00%	\$4,592.00	\$4,592.00
Hood	51,182	0.57%	0.6	0.46%	\$19,552.00	\$19,552.00
Hopkins	35,161	0.39%	0.4	0.31%	\$13,199.00	\$13,199.00
Houston	23,732	0.27%	0.4	0.31%	\$10,776.00	\$10,776.00
Howard	35,012	0.39%	0	0.00%	\$7,090.00	\$7,090.00
Hudspeth	3,476	0.04%	0.25	0.19%	\$4,351.00	\$4,351.00
Hunt	86,129	0.97%	2.8	2.14%	\$60,212.00	\$60,212.00
Hutchinson	22,150	0.25%	0.3	0.23%	\$8,988.00	\$8,988.00
Irion	1,599	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Jack	9,044	0.10%	0	0.00%	\$1,718.00	\$1,718.00
Jackson	14,075	0.16%	0.3	0.23%	\$7,290.00	\$7,290.00
Jasper	35,710	0.40%	1.5	1.14%	\$29,491.00	\$29,491.00
Jeff Davis	2,342	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Jefferson	252,273	2.83%	4.1	3.13%	\$108,367.00	\$108,367.00
Jim Hogg	5,300	0.06%	0	0.00%	\$1,000.00	\$1,000.00
Jim Wells	40,838	0.46%	1.8	1.37%	\$34,884.00	\$34,884.00
Johnson	150,934	1.69%	1	0.76%	\$45,143.00	\$45,143.00
Jones	20,202	0.23%	1.1	0.84%	\$20,462.00	\$20,462.00
Karnes	14,824	0.17%	0	0.00%	\$2,914.00	\$2,914.00
Kaufman	103,350	1.16%	2.1	1.60%	\$53,137.00	\$53,137.00
Kendall	33,410	0.38%	0.2	0.15%	\$9,798.00	\$9,798.00
Kenedy	416	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kent	808	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Kerr	49,625	0.56%	0.3	0.23%	\$14,672.00	\$14,672.00
Kimble	4,607	0.05%	0.2	0.15%	\$3,840.00	\$3,840.00
King	286	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kinney	3,598	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Kleberg	32,061	0.36%	0.7	0.53%	\$16,967.00	\$16,967.00
Knox	3,719	0.04%	0	0.00%	\$1,000.00	\$1,000.00
La Salle	6,886	0.08%	0.3	0.23%	\$38,145.00	\$38,145.00
Lamar	49,793	0.56%	1.9	1.45%	\$4,258.00	\$4,258.00
Lamb	13,977	0.16%	0.1	0.08%	\$9,945.00	\$9,945.00
Lampasas	19,677	0.22%	0.4	0.31%	\$5,831.00	\$5,831.00
Lavaca	19,263	0.22%	0.5	0.38%	\$11,360.00	\$11,360.00
Lee	16,612	0.19%	0.1	0.08%	\$4,803.00	\$4,803.00
Leon	16,801	0.19%	0.1	0.08%	\$4,843.00	\$4,843.00
Liberty	75,643	0.85%	1.7	1.30%	\$40,475.00	\$40,475.00
Limestone	23,384	0.26%	0.9	0.69%	\$18,361.00	\$18,361.00
Lipscomb	3,302	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Live Oak	11,531	0.13%	0	0.00%	\$2,233.00	\$2,233.00
Llano	19,301	0.22%	0	0.00%	\$3,840.00	\$3,840.00
Loving	82	0.00%	0	0.00%	\$1,000.00	\$1,000.00

**MINUTES OF THE COLORADO COUNTY
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Lubbock	278,831	3.13%	3	2.29%	\$103,114.00	\$103,114.00
Lynn	5,915	0.07%	0	0.00%	\$1,072.00	\$1,072.00
Madison	13,664	0.15%	0.8	0.61%	\$14,830.00	\$14,830.00
Marion	10,546	0.12%	0.1	0.08%	\$3,549.00	\$3,549.00
Martin	4,799	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Mason	4,012	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Matagorda	36,702	0.41%	1.1	0.84%	\$24,155.00	\$24,155.00
Maverick	54,258	0.61%	0	0.00%	\$10,951.00	\$10,951.00
McCulloch	8,283	0.09%	0	0.00%	\$1,561.00	\$1,561.00
McLennan	234,906	2.64%	3.7	2.82%	\$99,650.00	\$99,650.00
McMullen	707	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Medina	46,006	0.52%	0.7	0.53%	\$20,001.00	\$20,001.00
Menard	2,242	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Midland	136,872	1.54%	1	0.76%	\$43,357.00	\$43,357.00
Milam	24,757	0.28%	0.4	0.31%	\$11,047.00	\$11,047.00
Mills	4,936	0.06%	0	0.00%	\$1,000.00	\$1,000.00
Mitchell	9,403	0.11%	0	0.00%	\$1,793.00	\$1,793.00
Montague	19,719	0.22%	0.8	0.61%	\$16,083.00	\$16,083.00
Moore	21,904	0.25%	0.3	0.23%	\$8,937.00	\$8,937.00
Morris	12,934	0.15%	0.2	0.15%	\$5,562.00	\$5,562.00
Motley	1,210	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Nacogdoches	64,524	0.72%	1.7	1.30%	\$38,238.00	\$38,238.00
Navarro	47,735	0.54%	0.6	0.46%	\$18,839.00	\$18,839.00
Newton	14,445	0.16%	0.2	0.15%	\$5,875.00	\$5,875.00
Nolan	15,216	0.17%	0.2	0.15%	\$6,016.00	\$6,016.00
Ochiltree	10,223	0.11%	0	0.00%	\$1,962.00	\$1,962.00
Oldham	2,052	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Orange	81,837	0.92%	0.7	0.53%	\$27,036.00	\$27,036.00
Palo Pinto	28,111	0.32%	0.9	0.69%	\$19,130.00	\$19,130.00
Panola	23,796	0.27%	0.2	0.15%	\$7,777.00	\$7,777.00
Parker	116,927	1.31%	0.6	0.46%	\$33,153.00	\$33,153.00
Parmer	10,269	0.12%	0	0.00%	\$1,972.00	\$1,972.00
Pecos	15,507	0.17%	0.5	0.38%	\$10,653.00	\$10,653.00
Polk	45,413	0.51%	1.6	1.22%	\$33,554.00	\$33,554.00
Potter	121,073	1.36%	1.6	1.22%	\$49,206.00	\$49,206.00
Presidio	7,818	0.09%	0	0.00%	\$1,465.00	\$1,465.00
Rains	10,914	0.12%	0.6	0.46%	\$11,222.00	\$11,222.00
Randall	120,725	1.36%	1.6	1.22%	\$49,134.00	\$49,134.00
Reagan	3,367	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Real	3,309	0.04%	0.1	0.08%	\$2,052.00	\$2,052.00
Red River	12,860	0.14%	0.5	0.38%	\$10,105.00	\$10,105.00
Reeves	13,783	0.15%	0.1	0.08%	\$4,218.00	\$4,218.00
Refugio	7,383	0.08%	0	0.00%	\$1,375.00	\$1,375.00
Roberts	929	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Robertson	16,622	0.19%	0.7	0.53%	\$13,804.00	\$13,804.00
Rockwall	78,337	0.88%	0.3	0.23%	\$20,343.00	\$20,343.00
Runnels	10,501	0.12%	0	0.00%	\$2,020.00	\$2,020.00
Rusk	53,330	0.60%	2	1.53%	\$40,299.00	\$40,299.00

**MINUTES OF THE COLORADO COUNTY
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Sabine	10,834	0.12%	0.4	0.31%	\$8,167.00	\$8,167.00
San Augustine	8,865	0.10%	1	0.76%	\$16,656.00	\$16,656.00
San Jacinto	26,384	0.30%	1.1	0.84%	\$21,729.00	\$21,729.00
San Patricio	64,804	0.73%	0.3	0.23%	\$17,621.00	\$17,621.00
San Saba	6,131	0.07%	0.7	0.53%	\$11,753.00	\$11,753.00
Schleicher	3,461	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Scurry	16,921	0.19%	0.2	0.15%	\$6,387.00	\$6,387.00
Shackelford	3,378	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Shelby	25,448	0.29%	0.9	0.69%	\$18,585.00	\$18,585.00
Sherman	3,034	0.03%	0.1	0.08%	\$1,000.00	\$1,000.00
Smith	209,714	2.35%	3.8	2.90%	\$96,235.00	\$96,235.00
Somervell	8,490	0.10%	0	0.00%	\$1,604.00	\$1,604.00
Starr	60,968	0.68%	1.5	1.14%	\$34,617.00	\$34,617.00
Stephens	9,630	0.11%	0	0.00%	\$1,840.00	\$1,840.00
Sterling	1,143	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Stonewall	1,490	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Sutton	4,128	0.05%	0.2	0.15%	\$3,740.00	\$3,740.00
Swisher	7,854	0.09%	0.2	0.15%	\$4,511.00	\$4,511.00
Taylor	131,506	1.48%	1.1	0.84%	\$43,766.00	\$43,766.00
Terrell	984	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Terry	12,651	0.14%	0.1	0.08%	\$3,984.00	\$3,984.00
Throckmorton	1,641	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Titus	32,334	0.36%	0.1	0.08%	\$8,010.00	\$8,010.00
Tom Green	110,224	1.24%	0.2	0.15%	\$25,688.00	\$25,688.00
Trinity	14,585	0.16%	0	0.00%	\$2,865.00	\$2,865.00
Tyler	21,766	0.24%	0.5	0.38%	\$11,948.00	\$11,948.00
Upshur	39,309	0.44%	0.9	0.69%	\$21,415.00	\$21,415.00
Upton	3,355	0.04%	0.1	0.08%	\$2,061.00	\$2,061.00
Uvalde	26,405	0.30%	0.4	0.31%	\$11,388.00	\$11,388.00
Val Verde	48,879	0.55%	0.4	0.31%	\$16,037.00	\$16,037.00
Van Zandt	52,579	0.59%	0.7	0.53%	\$21,361.00	\$21,361.00
Victoria	86,793	0.97%	2.4	1.83%	\$52,742.00	\$52,742.00
Walker	67,861	0.76%	0.2	0.15%	\$16,925.00	\$16,925.00
Waller	43,205	0.49%	0.9	0.69%	\$22,461.00	\$22,461.00
Ward	10,658	0.12%	0.1	0.08%	\$3,572.00	\$3,572.00
Washington	33,718	0.38%	0.2	0.15%	\$9,862.00	\$9,862.00
Webb	250,304	2.81%	1.2	0.92%	\$69,861.00	\$69,861.00
Wharton	41,280	0.46%	1.6	1.22%	\$32,699.00	\$32,699.00
Wheeler	5,410	0.06%	0.1	0.08%	\$2,486.00	\$2,486.00
Wichita	131,500	1.48%	1.7	1.30%	\$51,571.00	\$51,571.00
Wilbarger	13,535	0.15%	0.5	0.38%	\$10,245.00	\$10,245.00
Willacy	22,134	0.25%	1.6	1.22%	\$28,739.00	\$28,739.00
Wilson	42,918	0.48%	0	0.00%	\$8,726.00	\$8,726.00
Winkler	7,110	0.08%	0	0.00%	\$1,318.00	\$1,318.00
Wise	59,127	0.66%	0.5	0.38%	\$19,676.00	\$19,676.00
Wood	41,964	0.47%	0.3	0.23%	\$12,995.00	\$12,995.00
Yoakum	7,879	0.09%	0	0.00%	\$1,477.00	\$1,477.00
Young	18,550	0.21%	0.2	0.15%	\$6,724.00	\$6,724.00

**MINUTES OF THE COLORADO COUNTY
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Zapata	14,018	0.16%	0.1	0.08%	\$4,267.00	\$4,267.00
Zavala	11,677	0.13%	0	0.00%	\$2,263.00	\$2,263.00

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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_12. Award bid to construct bridge on County Road 248 at Clear Creek, Precinct No. 2. (Kubesch)

Motion by Commissioner Kubesch to approve to award bid to construct bridge on County Road 248 at Clear Creek, Precinct No. 2 to Wakefield Bridge, Inc. for total bid of \$145,000.00; seconded by Commissioner Wessels; 4 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
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BID TABULATION FOR R&B PRECINCT #2 BRIDGE ON CR 248 @ CLEAR CREEK							
PUBLICLY OPENED ON NOVEMBER 14, 2019 AT 2:30 P.M.							
Bidder: WAKEFIELD		YES	NO	Bidder:		YES	NO
Contract Sheet Signed		✓		Contract Sheet Signed			
Bid Bond/Cashier's Check		✓		Bid Bond/Cashier's Check			
Insurance Certificate		✓		Insurance Certificate			
CIQ Form			✓	CIQ Form			
Form 1295			✓	Form 1295			
References		✓		References			
BID				BID			
Labor	58000			Labor			
Materials	87000			Materials			
Total Bid	145000			Total Bid			
Days to Complete Project	90			Days to Complete Project			
Bidder: A GREATER AUSTIN DEVELOPMENT COMPANY				Bidder:			
A GREATER AUSTIN DEVELOPMENT COMPANY		YES	NO			YES	NO
Contract Sheet Signed		✓		Contract Sheet Signed			
Bid Bond/Cashier's Check		✓		Bid Bond/Cashier's Check			
Insurance Certificate		✓		Insurance Certificate			
CIQ Form			✓	CIQ Form			
Form 1295			✓	Form 1295			
References		✓		References			
BID				BID			
Labor	293398			Labor			
Materials	629202			Materials			
Total Bid	922600			Total Bid			
Days to Complete Project	160			Days to Complete Project			

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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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 Auditor, Colorado County, 400 Spring St, Room 107 Columbus, Texas 78934 until _____ on _____. Bids received after the specific time will be returned unopened.

Wakefield Bridge, Inc
LEGAL NAME OF CONTRACTING COMPANY

76-0481911 SOCIAL SECURITY # (Individual)
FEDERAL I.D.# (Company or Corporation)

9795330820 FASCIMILE NUMBER
TELEPHONE NUMBER

Javed Wakefield TITLE
CONTACT PERSON President

2100 Valli CITY & STATE Wharton Tx ZIP CODE 77488
COMPLETE MAILING ADDRESS

Same CITY & STATE Same ZIP CODE Same
COMPLETE STREET ADDRESS

Initials JR

**MINUTES OF THE COLORADO COUNTY
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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 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 Auditor 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:

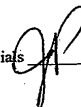
1. The county shall pay the Contractor in current funds for the Contractor's performance of the contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the County of Colorado.

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 provide 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

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



**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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COLORADO COUNTY BID 19-006

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.

J. INSURANCE:

1. All bidders must submit, **WITH BID**, a certificate of insurance indication coverage in the amounts stated

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COLORADO COUNTY BID 19-006

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.

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 judgement caused by or arising out of, directly or indirectly, or in connection

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

K. INDEMNIFICATION: (cont'd)

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

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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:

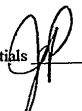
- a. All employees of the work and all other persons who may be affected thereby.
- b. All the work and all materials to be incorporated therein, whether all storage on or off the site.
- c. All property at the sites and adjacent thereto including trees, shrubs, lawn walks, pavements, roadways, structured 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.

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.

Initials 

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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.

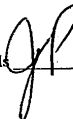
O. TERMINATION:

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.

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:



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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:	\$ 58,000.00
MATERIALS:	\$ 87,000.00
TOTAL BID :	\$ 145,000.00

All work required in this invitation for bids will be completed within 90 calendar days after issuance of a purchase order by the County of Colorado.

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CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF COLORADO

This memorandum of agreement made and entered into on the 25th day of November 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 Wakefield Bridge, Inc. (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 25th day of Nov. 2019.

Colorado County, Texas

By: 

County Judge

By: 

Contractor

Purchase Order No. 9063

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

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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 Auditor 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 Auditor, 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 Auditor no later than 3:30 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)

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held

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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)

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.

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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.

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

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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)

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
GENERAL SPECIFICATIONS

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

CONSTRUCTION AND ERECTION SPECIFICATIONS

FOR

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



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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.

D. USE OF PREMISES:

1. The Contractor shall confine his apparatus, storage of materials and construction operations to the limits

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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.
- 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

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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.

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

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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.

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

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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

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

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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 contact 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, 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

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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.

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.

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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 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.

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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.

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

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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:

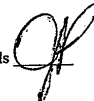
Steel: Hot-rolled carbon steel structural shapes and plates, complying with ASTM A 36.

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:

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.



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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:

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

Where,

P=Dynamic resistance in pounds,
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.

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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.

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

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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.

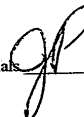
Forming and Placing Concrete:

Ready-Mix Concrete: ASTM C 94.

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



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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.

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

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"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.

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.

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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
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NOVEMBER 25, 2019**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm Hank Hall 727 N Alabama Rd WHARTON, TX. 77488 979-532-5151	CONTACT NAME: MELINDA PHONE (A/C No. Ext.): 979-532-5151 FAX (A/C No.): 979-532-5839 E-MAIL ADDRESS: MELINDA.PEKAR.H6M2@STATEFARM.COM	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Stato Farm Mutual Automobile Insurance Company 25178 INSURER B : TEXAS MUTUAL INS. 29939 INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED WAKEFIELD BRIDGE INC. 260 VALLI RD WHARTON, TX. 77488		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL (INSR)	SUBR (WVN)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
A	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			049-6855-F 12-53	12/12/2018	12/12/2019	COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	0001279290	11/25/2018	11/25/2019	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 BRIDGE BUILDING AND WELDING
 ENDORSEMENT WAIVER OF SUBROGATION

CERTIFICATE HOLDER COLORADO COUNTY 400 SPRING ST SUITE 107 COLUMBUS, TX 78934	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

**WAKEFIELD BRIDGE, INC.
JOB REFERENCES**

**GUADALUPE COUNTY ROAD & BRIDGE
MARK GREEN, SUPERINTENDENT
FM 123
SEGUIN, TEXAS
830-379-9721
65' BRIDGE CONSTRUCTION**

**BRAZOS COUNTY ROAD & BRIDGE
JON JONES, R & B SUPERINTENDENT
2617 HWY 21 W
BRYAN, TX 77803
979-822-2127
140' BRIDGE CONSTRUCTION**

**DEWITT COUNTY, PCT 1
COMMISSIONER CURTIS AFFLERBACH
361-275-6441**

**FAYETT COUNTY, PCT 4
COMMISSIONER TOM MURAS
979-743-3250
80' BRIDGE CONSTRUCTION**

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

- _13. Award bid to construct bridge on County Road 270 at McKinnon Branch, Precinct No. 2.
(Kubesch)

**Motion by Commissioner Kubesch to approve to award bid to construct bridge on
County Road 270 at McKinnon Branch, Precinct No. 2 to Wakefield Bridge, Inc. for
total bid of \$155,000.00; seconded by Commissioner Wessels; 4 ayes 0 nays;
motion carried, it was so ordered.**

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
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NOVEMBER 25, 2019**

BID TABULATION FOR R&B PRECINCT #2 BRIDGE ON CR 270 @ MCKINNON BRANCH				PUBLICLY OPENED ON NOVEMBER 14, 2019 AT 2:30 P.M.			
Bidder: WAKEFIELD		YES	NO	Bidder:		YES	NO
Contract Sheet Signed		✓		Contract Sheet Signed			
Bid Bond/Cashier's Check		✓		Bid Bond/Cashier's Check			
Insurance Certificate		✓		Insurance Certificate			
CIQ Form			✓	CIQ Form			
Form 1295			✓	Form 1295			
References		✓		References			
BID				BID			
Labor	62000			Labor			
Materials	93000			Materials			
Total Bid	155000			Total Bid			
Days to Complete Project	90			Days to Complete Project			
Bidder: A GREATER AUSTIN DEVELOPMENT COMPANY		YES	NO	Bidder:		YES	NO
Contract Sheet Signed		✓		Contract Sheet Signed			
Bid Bond/Cashier's Check		✓		Bid Bond/Cashier's Check			
Insurance Certificate		✓		Insurance Certificate			
CIQ Form			✓	CIQ Form			
Form 1295			✓	Form 1295			
References		✓		References			
BID				BID			
Labor	315063			Labor			
Materials	640537			Materials			
Total Bid	955600			Total Bid			
Days to Complete Project	160			Days to Complete Project			

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019

COLORADO COUNTY BID 19-005

¹
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 Auditor, Colorado County, 400 Spring St, Room 107 Columbus, Texas 78934 until _____, on _____, Bids received after the specific time will be returned unopened.

Wakefield Bridge, Inc
LEGAL NAME OF CONTRACTING COMPANY

76-0481911 SOCIAL SECURITY # (Individual)
FEDERAL I.D.# (Company or Corporation)

9795330820 FASCIMILE NUMBER
TELEPHONE NUMBER

Jared Wakefield President
CONTACT PERSON TITLE

260 Valli Wharton Tx 77488
COMPLETE MAILING ADDRESS CITY & STATE ZIP CODE

Same Same Same
COMPLETE STREET ADDRESS CITY & STATE ZIP CODE

Initials JP

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

COLORADO COUNTY BID 19-005

1

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 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 Auditor 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 provide 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

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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.

J. INSURANCE:

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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.

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,

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suit, action, proceeding, lien or judgement 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.
9. The provision by Contractor of insurance shall not limit the liability of Contractor under this Agreement.

K. INDEMNIFICATION: (cont'd)

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

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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.

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.

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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.

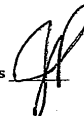
O. TERMINATION (cont'd):

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:

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Initials



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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:	\$ <u>62,000.00</u>
MATERIALS:	\$ <u>93,000.00</u>
TOTAL BID :	\$ <u>155,000.00</u>

All work required in this invitation for bids will be completed within 90 calendar days after issuance of a purchase order by the County of Colorado.

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CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF COLORADO

This memorandum of agreement made and entered into on the 25th day of November 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 Wakefield Bridge, Inc. (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 25th day of Nov. 2019.

Colorado County/Texas

By: _____

County Judge

By: Anna Popp

Contractor

Purchase Order No. 9062

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

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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 Auditor 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 Auditor, 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 Auditor no later than 3:30 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)

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held

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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)

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.

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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.

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

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satisfactorily delivered and accepted.

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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.

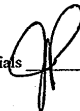
TERMINATION

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)



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GENERAL SPECIFICATIONS

**PROJECT ON
BRIDGE ON CR 270 @ MCKINNON BRANCH
INCLUDING**

CONSTRUCTION AND ERECTION SPECIFICATIONS

FOR

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



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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.

D. USE OF PREMISES:



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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.
- B. **PAINING-** 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.

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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.

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

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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.

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.

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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.

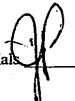
Environmental Protection: Review exposure to possible environmental problems, with Owner. Establish procedures and discipline among tradesmen and provide needed facilities which will protect against environmental problems (pollution of air, water and soil, excessive noise, and similar problems).

END OF SECTION

SECTION 01705- PROJECT CLOSEOUT

General Definitions:

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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, 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.



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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.

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

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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 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

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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.

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.

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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:

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

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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:

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

Where,

P=Dynamic resistance in pounds,

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:

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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.

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.

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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 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.

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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:

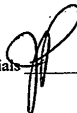
Exposed-to-view-Surfaces: Provide a smooth finish for exposed concrete surfaces and surfaces that are to be covered with a coating or covering or covering material applied directly to concrete. Remove fins and projections, patch defective areas with cement grout, and rub smooth.

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.

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

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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.

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.

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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
NOVEMBER 25, 2019**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm Hank Hall 727 N Alabama Rd WHARTON, TX. 77488 979-532-5151	CONTACT NAME: MELINDA PHONE (A/C No., Ext): 979-532-5151 E-MAIL ADDRESS: MELINDA.PEKAR.H6M2@STATEFARM.COM FAX (A/C No.): 979-532-5839	
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: TEXAS MUTUAL INS. INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25178 29939
INSURED WAKEFIELD BRIDGE INC. 260 VALLI RD WHARTON, TX. 77488		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL ISSR	SUBR Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			049-6855-F-12-53	12/12/2018	12/12/2019	COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	0001279290	11/25/2018	11/25/2019	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 BRIDGE BUILDING AND WELDING
 ENDORSEMENT WAIVER OF SUBROGATION

CERTIFICATE HOLDER COLORADO COUNTY 400 SPRING ST SUITE 107 COLUMBUS, TX 78934	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

**WAKEFIELD BRIDGE, INC.
JOB REFERENCES**

**GUADALUPE COUNTY ROAD & BRIDGE
MARK GREEN, SUPERINTENDENT
FM 123
SEGUIN, TEXAS
830-379-9721
65' BRIDGE CONSTRUCTION**

**BRAZOS COUNTY ROAD & BRIDGE
JON JONES, R & B SUPERINTENDENT
2617 HWY 21 W
BRYAN, TX 77803
979-822-2127
140' BRIDGE CONSTRUCTION**

**DEWITT COUNTY, PCT 1
COMMISSIONER CURTIS AFFLERBACH
361-275-6441**

**FAYETT COUNTY, PCT 4
COMMISSIONER TOM MURAS
979-743-3250
80' BRIDGE CONSTRUCTION**

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**



WAKEBRI-01

NORSAK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Net, Inc. 101 W. Caney Wharton, TX 77488	CONTACT NAME: PHONE (A/C, No, Ext): (979) 532-1011 FAX (A/C, No): (979) 532-8519 E-MAIL ADDRESS:															
INSURED Wakefield Bridge Inc 3360 CR 154 Wharton, TX 77488	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: First Mercury Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: First Mercury Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:		
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A: First Mercury Insurance Company																
INSURER B:																
INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> LOC <input type="checkbox"/> OTH OTHER:		TX-CGL-0000052429-05	3/8/2019	3/8/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 TOTAL POLICY AG \$ 5,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		NY-EX-0000071890-03	3/8/2019	3/8/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The General Liability Policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability Policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER Colorado County 400 Spring Street, Room 107 Columbus, TX 78934	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

- _14. Consent Items:
- a. 2nd 25th Judicial District Community Supervision and Corrections Department 4th Quarter Financial Reports and Statement of Financial Position, August 31, 2019.
 - b. Certificate of Liability Insurance posted by Kinder Morgan, Inc.- Permian Highway Pipeline LLC (8/1/2019 – 8/1/2020).
 - c. Performance Bond No. 929610466 posted by Permian Highway Pipeline LLC for County Road 235, Precinct No. 2.

**Motion by Commissioner Gertson to approve all Consent Items as presented;
seconded by Commissioner Wessels; 4 ayes 0 nays; motion carried, it was so
ordered.**

(See Attachments)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019



**2nd 25th Judicial District
Community Supervision and Corrections Department**

Jessica Richard Crawford
District Judge
2nd 25th Judicial District

Roseann Mikes
Director

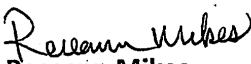
William D. Old III
District Judge
25th Judicial District

November 12, 2019

**Colorado County Commissioners' Court
Colorado County Courthouse
Columbus, Texas 78934**

As required by Texas Government Code, Section 140.004, I am providing you with a copy of the financial position for the 2nd 25th Judicial District CSCD Adult Probation Department at the end of fiscal year 2019. Attached are the approved 4th Quarter Financial Reports as well as the "Statement of Financial Position, August 31, 2019", for your review. If you have any questions, please do not hesitate to contact me.

Sincerely,


Roseann Mikes
Director
2nd 25th Judicial District

Lavaca County
P.O. Box 330
Hallettsville, Texas 77964
361/798-3714
Fax # 361/798-5904

Gonzales County
P.O. Box 24
Gonzales, Texas 78629
830/672-6571
Fax # 830/672-6401

Colorado County
1023 Milam
Columbus, Texas 78934
979/732-8321
Fax # 979/732-2674

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019

STATEMENT OF FINANCIAL POSITION
AUGUST 31, 2019

CSCD:

ASSETS

CASH	\$405,255.50	
ACCOUNTS RECEIVABLE		
Supervision Fees	\$23,337.68	
Due from CJAD	0	
Other	\$4,399.57	
TOTAL ASSETS		<u>\$ 432,992.75</u>

LIABILITIES

ACCOUNTS PAYABLE		
Basic Supervision	\$39,494.07	
Community Corrections	\$ 1,999.69	
Diversion Programs	\$38,619.65	
TAIP	\$.24	
TOTAL LIABILITIES		<u>\$ 80,113.65</u>

FUND BALANCES

Basic Supervision	\$352,879.10	
Community Corrections	0	
Diversion Programs	0	
TAIP	0	
TOTAL FUND BALANCES		<u>\$ 352,879.10</u>
TOTAL FUND BALANCES AND LIABILITIES		<u>\$ 432,992.75</u>

Roseann Miles 11-7-19
CSCD Director/Grant Recipient (signature) DATE

Shana B. Opela 11-8-19
Fiscal Officer (signature) DATE

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

Quarterly Financial Report - Print Page

Page 1 of 2



**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
COMMUNITY JUSTICE ASSISTANCE DIVISION
Financial Report**

For information or assistance, contact Fiscal Management at (512) 305-9200

VERSION: 1

Program #:	<u>900</u>	Program Title:	<u>Basic Supervision</u>	Chief County (CSCD):	<u>Lavaca</u>
Fiscal Year:	<u>2019</u>	Quarter:	<u>4</u>	Quarter Ending Date:	<u>08/31/2019</u>
Funding Source:	<u>BS</u>	Status:	<u>Finalized</u>		

A. Program Fund Balance \$ 323,707.07

B. Prior Period Adjustment: \$ 0.00

C. Prior Year Refunds (Basic Supervision Only): \$ 0.00

D. Interfund Transfer:

[1] Basic Supervision: \$ 19,197.00

(Basic Supervision Transfer notes)

Transfer out to Special Needs - (\$3,412.00); Transfer in: Return of unused Transfer-out funds: \$18,000 from ISF, \$1,232 from TAIP, and \$3,377 from Special Needs

[2] Community Corrections: \$ 0.00

E. ADJUSTED FUND BALANCE (A+B+C+D): \$ 342,904.07

REVENUES

F. State Aid: \$ 80,781.00

(State Aid notes)

4th Quarter State Aid Payment

G. SAFFP Payments (Basic Supervision only): \$ 0.00

H. Community Supervision Fees Collected (Basic Supervision only): \$ 170,279.80

I. Payments by Program Participants: \$ 30,966.88

(Payments by Program Participants notes)

Transfer fee: \$70.00
DOEP: \$4,560.00
DWI: \$1,625.00
DWI Int: \$1,575.00
PSI Fee: \$3,869.00
UA Fee: \$6,416.88
Cognitive Class: \$360.00
P/T Diversion: \$6,744.00
Probation Fine: \$5,747.00
Total: \$30,966.88

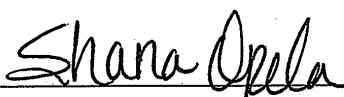
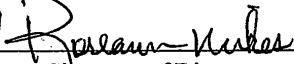
**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**


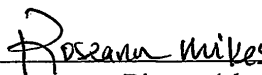
Quarterly Financial Report - Print Page

Page 2 of 2

J. Interest Income (Basic Supervision only):	\$ 1,394.09
K. Other Revenue:	\$ 4,983.64
<small>(Other Revenue notes)</small>	
Transaction fee: \$4,232; Offender reimbursements: \$201; Aged fees/CSCD %: \$20.64; Registration fees-Refund: \$530	
L. TOTAL REVENUE (F+G+H+I+J+K):	\$ 288,405.41
M. TOTAL FUNDS AVAILABLE (E+L):	\$ 631,309.48
EXPENDITURES	
N. Salaries/Fringe Benefits:	\$ 211,992.36
O. Travel/Furnished Transportation:	\$ 37,215.85
P. Contract Services for Offenders:	\$ 2,714.09
Q. Professional Fees:	\$ 6,696.02
R. Supplies & Operating Expenditures:	\$ 18,963.56
S. Facilities:	\$ 0.00
T. Utilities:	\$ 848.50
U. Equipment:	\$ 0.00
V. TOTAL EXPENDITURES (N+O+P+Q+R+S+T+U):	\$ 278,430.38
W. Sub Total (M-V):	\$ 352,879.10
X. Refund to CJAD (Enter as negative number, CCP, DP and TAIP only):	\$ 0.00
Y. CARRY OVER TOTAL (W+X):	\$ 352,879.10

Is this a revision? Yes No If yes, Date Revised: _____

 11/13/19  11-13-19
 Signature of Fiscal Officer Date Signature of Director Date

 
 Fiscal Officer (please print) Director (please print)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

Quarterly Financial Report - Print Page

Page 1 of 2



**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
COMMUNITY JUSTICE ASSISTANCE DIVISION
Financial Report**

For information or assistance, contact Fiscal Management at (512) 305-9200

VERSION: 1

Program #: 12 Program Title: Sex Offender Program Chief County (CSCD): Lavaca
 Fiscal Year: 2019 Quarter: 4 Quarter Ending Date: 08/31/2019
 Funding Source: CCP Status: Finalized

A. Program Fund Balance	\$	1,458.01
B. Prior Period Adjustment:	\$	0.00
C. Prior Year Refunds (Basic Supervision Only):	\$	0.00
D. Interfund Transfer:		
[1] Basic Supervision:	\$	0.00
[2] Community Corrections:	\$	0.00
E. ADJUSTED FUND BALANCE (A+B+C+D):	\$	1,458.01
REVENUES		
F. State Aid:	\$	14,626.00
<small>(State Aid notes)</small>		
4TH QUARTER STATE AID PAYMENT		
G. SAFPF Payments (Basic Supervision only):	\$	0.00
H. Community Supervision Fees Collected (Basic Supervision only):	\$	0.00
I. Payments by Program Participants:	\$	0.00
J. Interest Income (Basic Supervision only):	\$	0.00
K. Other Revenue:	\$	0.00
L. TOTAL REVENUE (F+G+H+I+J+K):	\$	14,626.00
M. TOTAL FUNDS AVAILABLE (E+L):	\$	16,084.01
EXPENDITURES		
N. Salaries/Fringe Benefits:	\$	13,406.70
O. Travel/Furnished Transportation:	\$	992.90
P. Contract Services for Offenders:	\$	525.00
Q. Professional Fees:	\$	230.00
R. Supplies & Operating Expenditures:	\$	94.16

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

Quarterly Financial Report - Print Page

Page 2 of 2

S. Facilities:	\$ 0.00
T. Utilities:	\$ 0.00
U. Equipment:	\$ 0.00
V. TOTAL EXPENDITURES (N+O+P+Q+R+S+T+U):	\$ 15,248.76
W. Sub Total (M-V):	\$ 835.25
X. Refund to CJAD (Enter as negative number, CCP, DP and TAIP only):	\$ -835.25
Y. CARRY OVER TOTAL (W+X):	\$ 0.00

Is this a revision? Yes No If yes, Date Revised: _____

Shana R. Opela 11/13/19 Roseann Miles 11-13-19
 Signature of Fiscal Officer Date Signature of Director Date

Shana R. Opela Roseann Miles
 Fiscal Officer (please print) Director (please print)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

Quarterly Financial Report - Print Page

Page 1 of 2



**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
COMMUNITY JUSTICE ASSISTANCE DIVISION
Financial Report**

For information or assistance, contact Fiscal Management at (512) 305-9200

VERSION: 1

Program #: 14 Program Title: Spanish Speaker's Program Chief County (CSCD): Lavaca
 Fiscal Year: 2019 Quarter: 4 Quarter Ending Date: 08/31/2019
 Funding Source: CCP Status: Finalized

A. Program Fund Balance	\$	2,348.93
B. Prior Period Adjustment:	\$	0.00
C. Prior Year Refunds (Basic Supervision Only):	\$	0.00
D. Interfund Transfer:		
[1] Basic Supervision:	\$	0.00
[2] Community Corrections:	\$	-1,710.00
<small>(Community Corrections Transfer notes)</small>		
Interfund transfer to Special Needs Caseload - DP		
E. ADJUSTED FUND BALANCE (A+B+C+D):	\$	638.93
REVENUES		
F. State Aid:	\$	15,739.00
<small>(State Aid notes)</small>		
4TH QUARTER STATE AID PAYMENT		
G. SAFP Payments (Basic Supervision only):	\$	0.00
H. Community Supervision Fees Collected (Basic Supervision only):	\$	0.00
I. Payments by Program Participants:	\$	0.00
J. Interest Income (Basic Supervision only):	\$	0.00
K. Other Revenue:	\$	0.00
L. TOTAL REVENUE (F+G+H+I+J+K):	\$	15,739.00
M. TOTAL FUNDS AVAILABLE (E+L):	\$	16,377.93
EXPENDITURES		
N. Salaries/Fringe Benefits:	\$	14,678.25
O. Travel/Furnished Transportation:	\$	387.64

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

Quarterly Financial Report - Print Page

Page 2 of 2

P. Contract Services for Offenders:	\$ 0.00
Q. Professional Fees:	\$ 0.00
R. Supplies & Operating Expenditures:	\$ 296.32
S. Facilities:	\$ 0.00
T. Utilities:	\$ 0.00
U. Equipment:	\$ 0.00
V. TOTAL EXPENDITURES (N+O+P+Q+R+S+T+U):	\$ 15,362.21
W. Sub Total (M-V):	\$ 1,015.72
X. Refund to CJAD (Enter as negative number, CCP, DP and TAIP only):	\$ -1,015.72
Y. CARRY OVER TOTAL (W+X):	\$ 0.00

Is this a revision? Yes No If yes, Date Revised: _____

Shana R. Opela 11/13/19 Roxann Nikes 11-13-19
 Signature of Fiscal Officer Date Signature of Director Date

Shana R. Opela _____
 Fiscal Officer (please print) Director (please print)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

Quarterly Financial Report - Print Page

Page 1 of 2



**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
COMMUNITY JUSTICE ASSISTANCE DIVISION
Financial Report**

For information or assistance, contact Fiscal Management at (512) 305-9200

VERSION: 1

Program #: 13 Program Title: Special Needs Caseload Chief County (CSCD): Lavaca
 Fiscal Year: 2019 Quarter: 4 Quarter Ending Date: 08/31/2019
 Funding Source: DP Status: Finalized

A. Program Fund Balance	\$	927.75
B. Prior Period Adjustment:	\$	0.00
C. Prior Year Refunds (Basic Supervision Only):	\$	0.00
D. Interfund Transfer:		
[1] Basic Supervision:	\$	35.00
<small>(Basic Supervision Transfer notes)</small>		
Interfund transfer from Basic Supervision: \$3,412 Return unused funds to Basic Supervision: -(\$3,377)		
[2] Community Corrections:	\$	1,710.00
<small>(Community Corrections Transfer notes)</small>		
Interfund transfer from CCP - Spanish Speaker		
E. ADJUSTED FUND BALANCE (A+B+C+D):	\$	2,672.75
REVENUES		
F. State Aid:	\$	12,949.00
<small>(State Aid notes)</small>		
4th Quarter State Aid Payment		
G. SAFP Payments (Basic Supervision only):	\$	0.00
H. Community Supervision Fees Collected (Basic Supervision only):	\$	0.00
I. Payments by Program Participants:	\$	0.00
J. Interest Income (Basic Supervision only):	\$	0.00
K. Other Revenue:	\$	0.00
L. TOTAL REVENUE (F+G+H+I+J+K):	\$	12,949.00
M. TOTAL FUNDS AVAILABLE (E+L):	\$	15,621.75
EXPENDITURES		

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

Quarterly Financial Report - Print Page

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N. Salaries/Fringe Benefits:	\$ 14,915.26
O. Travel/Furnished Transportation:	\$ 464.37
P. Contract Services for Offenders:	\$ 0.00
Q. Professional Fees:	\$ 0.00
R. Supplies & Operating Expenditures:	\$ 241.83
S. Facilities:	\$ 0.00
T. Utilities:	\$ 0.00
U. Equipment:	\$ 0.00
V. TOTAL EXPENDITURES (N+O+P+Q+R+S+T+U):	\$ 15,621.46
W. Sub Total (M-V):	\$ 0.29
X. Refund to CJAD (Enter as negative number, CCP, DP and TAIP only):	\$ -0.29
Y. CARRY OVER TOTAL (W+X):	\$ 0.00

Is this a revision? Yes No If yes, Date Revised: _____

Shana R. Opela *11/13/19* *Roseann Wilks* *11-13-19*
 Signature of Fiscal Officer Date Signature of Director Date

Shana R. Opela *Roseann Wilks*
 Fiscal Officer (please print) Director (please print)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

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**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
COMMUNITY JUSTICE ASSISTANCE DIVISION
Financial Report**

For information or assistance, contact Fiscal Management at (512) 305-9200

VERSION: 1

Program #: 8 Program Title: Treatment Alternative to Incarceration Program Chief County (CSCD): Lavaca
 Fiscal Year: 2019 Quarter: 4 Quarter Ending Date: 08/31/2019
 Funding Source: TAIP Status: Finalized

A. Program Fund Balance	\$ 2,013.40
B. Prior Period Adjustment:	\$ 0.00
C. Prior Year Refunds (Basic Supervision Only):	\$ 0.00
D. Interfund Transfer:	
[1] Basic Supervision:	\$ -1,232.00
<small>(Basic Supervision Transfer notes)</small>	
Returned unused transfer funds to Basic Supervision	
[2] Community Corrections:	\$ 0.00
E. ADJUSTED FUND BALANCE (A+B+C+D):	\$ 781.40
REVENUES	
F. State Aid:	\$ 12,211.00
<small>(State Aid notes)</small>	
4th Quarter State Aid Payment	
G. SAFFP Payments (Basic Supervision only):	\$ 0.00
H. Community Supervision Fees Collected (Basic Supervision only):	\$ 0.00
I. Payments by Program Participants:	\$ 402.60
<small>(Payments by Program Participants notes)</small>	
TAIP fees collected from offenders	
J. Interest Income (Basic Supervision only):	\$ 0.00
K. Other Revenue:	\$ 0.00
L. TOTAL REVENUE (F+G+H+I+J+K):	\$ 12,613.60
M. TOTAL FUNDS AVAILABLE (E+L):	\$ 13,395.00
EXPENDITURES	

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

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N. Salaries/Fringe Benefits:	\$ 12,932.94
O. Travel/Furnished Transportation:	\$ 461.82
P. Contract Services for Offenders:	\$ 0.00
Q. Professional Fees:	\$ 0.00
R. Supplies & Operating Expenditures:	\$ 0.00
S. Facilities:	\$ 0.00
T. Utilities:	\$ 0.00
U. Equipment:	\$ 0.00
V. TOTAL EXPENDITURES (N+O+P+Q+R+S+T+U):	\$ 13,394.76
W. Sub Total (M-V):	\$ 0.24
X. Refund to CJAD (Enter as negative number, CCP, DP and TAIP only):	\$ -0.24
Y. CARRY OVER TOTAL (W+X):	\$ 0.00

Is this a revision? Yes No If yes, Date Revised: _____

Shana B. Opela

Signature of Fiscal Officer

Date

Roseann Mikes 11-13-19

Signature of Director

Date

Shana B. Opela

Fiscal Officer (please print)

Roseann Mikes

Director (please print)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

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**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
COMMUNITY JUSTICE ASSISTANCE DIVISION
Financial Report**

For information or assistance, contact Fiscal Management at (512) 305-9200

VERSION: 1

Program #: 16 Program Title: Substance Abuse Aftercare Program Chief County (CSCD): Lavaca
 Fiscal Year: 2019 Quarter: 4 Quarter Ending Date: 08/31/2019
 Funding Source: DP Status: Finalized

A. Program Fund Balance	\$	3,055.00
B. Prior Period Adjustment:	\$	0.00
C. Prior Year Refunds (Basic Supervision Only):	\$	0.00
D. Interfund Transfer:		
[1] Basic Supervision:	\$	0.00
[2] Community Corrections:	\$	0.00
E. ADJUSTED FUND BALANCE (A+B+C+D):	\$	3,055.00
REVENUES		
F. State Aid:	\$	3,677.00
<small>(State Aid notes)</small>		
4th Quarter State Aid Payment		
G. SAFFP Payments (Basic Supervision only):	\$	0.00
H. Community Supervision Fees Collected (Basic Supervision only):	\$	0.00
I. Payments by Program Participants:	\$	0.00
J. Interest Income (Basic Supervision only):	\$	0.00
K. Other Revenue:	\$	0.00
L. TOTAL REVENUE (F+G+H+I+J+K):	\$	3,677.00
M. TOTAL FUNDS AVAILABLE (E+L):	\$	6,732.00
EXPENDITURES		
N. Salaries/Fringe Benefits:	\$	0.00
O. Travel/Furnished Transportation:	\$	0.00
P. Contract Services for Offenders:	\$	6,492.00
Q. Professional Fees:	\$	0.00
R. Supplies & Operating Expenditures:	\$	0.00

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

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S. Facilities:	\$	0.00
T. Utilities:	\$	0.00
U. Equipment:	\$	0.00
V. TOTAL EXPENDITURES (N+O+P+Q+R+S+T+U):	\$	6,492.00
W. Sub Total (M-V):	\$	240.00
X. Refund to CJAD (Enter as negative number, CCP, DP and TAIP only):	\$	-240.00
Y. CARRY OVER TOTAL (W+X):	\$	0.00

Is this a revision? Yes No If yes, Date Revised: _____

Shana R. Opela 11/13/19 Roseann Mikas 11-13-19
 Signature of Fiscal Officer Date Signature of Director Date

Shana R. Opela Roseann Mikas
 Fiscal Officer (please print) Director (please print)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

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**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
COMMUNITY JUSTICE ASSISTANCE DIVISION
Financial Report**

For information or assistance, contact Fiscal Management at (512) 305-9200

VERSION: 1

Program #: 1 Program Title: Intermediate Sanction Facility Chief County (CSCD): Lavaca
 Fiscal Year: 2019 Quarter: 4 Quarter Ending Date: 08/31/2019
 Funding Source: DP Status: Finalized

A. Program Fund Balance	\$ 79,922.49
B. Prior Period Adjustment:	\$ 0.00
C. Prior Year Refunds (Basic Supervision Only):	\$ 0.00
D. Interfund Transfer:	
[1] Basic Supervision:	\$ -18,000.00
<small>(Basic Supervision Transfer notes)</small>	
Return unused interfund transfer funds to Basic Supervision	
[2] Community Corrections:	\$ 0.00
E. ADJUSTED FUND BALANCE (A+B+C+D):	\$ 61,922.49
REVENUES	
F. State Aid:	\$ 334,522.00
<small>(State Aid notes)</small>	
4th Quarter State Aid Payment	
G. SAFFP Payments (Basic Supervision only):	\$ 0.00
H. Community Supervision Fees Collected (Basic Supervision only):	\$ 0.00
I. Payments by Program Participants:	\$ 0.00
J. Interest Income (Basic Supervision only):	\$ 0.00
K. Other Revenue:	\$ 12,299.34
<small>(Other Revenue notes)</small>	
Offender reimbursements	
L. TOTAL REVENUE (F+G+H+I+J+K):	\$ 346,821.34
M. TOTAL FUNDS AVAILABLE (E+L):	\$ 408,743.83
EXPENDITURES	

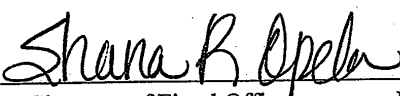
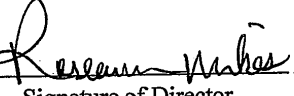
**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

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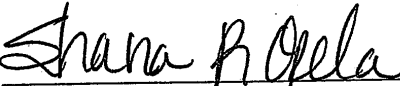
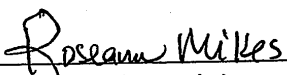
Page 2 of 2

N. Salaries/Fringe Benefits:	\$ 277,128.81
O. Travel/Furnished Transportation:	\$ 12,818.49
P. Contract Services for Offenders:	\$ 2,264.05
Q. Professional Fees:	\$ 6,110.59
R. Supplies & Operating Expenditures:	\$ 50,254.51
S. Facilities:	\$ 11,148.51
T. Utilities:	\$ 18,514.01
U. Equipment:	\$ -25,964.25
V. TOTAL EXPENDITURES (N+O+P+Q+R+S+T+U):	\$ 404,203.22
W. Sub Total (M-V):	\$ 4540.61
X. Refund to CJAD (Enter as negative number, CCP, DP and TAIP only):	\$ -4,540.61
Y. CARRY OVER TOTAL (W+X):	\$ 0.00

Is this a revision? Yes No If yes, Date Revised: _____

 Signature of Fiscal Officer Date Signature of Director Date

 Fiscal Officer (please print) Director (please print)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Umbrella/Excess Liability-RKH Specialty Ltd. One Creechurh Place; London EC3A 5AF All Other Liab-Marsh Wortham, a division of Marsh, Inc PO Box 1388; Houston, TX 77251	CONTACT NAME: Marsh Wortham, a division of Marsh USA, Inc
	PHONE (A/C, No, Ext): 713-626-3366 FAX (A/C, No):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A:	
INSURER B: Certain Underwriters at Lloyd's, London, England	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	


INSURED
 Kinder Morgan, Inc.
 1001 Louisiana St., Suite 1000
 Houston TX 77002

COVERAGES **CERTIFICATE NUMBER:** 50363174 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS			SEE ATTACHED	8/1/2019	8/1/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Permian Highway Pipeline, LLC is included as a named insured
 --See Attached Remarks Schedule--

CERTIFICATE HOLDER	CANCELLATION
Colorado County Judge 400 Spring St, Room 107 Columbus TX 78934	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  RKH Specialty Ltd. / Marsh Wortham, a division of Marsh USA, Inc.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

AGENCY CUSTOMER ID: 10KINDEMOR1

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Marsh Wortham, a division of Marsh USA, Inc		NAMED INSURED Kinder Morgan, Inc. 1001 Louisiana St, Suite 1000 Houston TX 77002	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)**

**HOLDER: Colorado County Judge
ADDRESS: 400 Spring St, Room 107 Columbus TX 78934**

WITH RESPECTS TO EXCESS LIABILITY:

Policy Number B0180ME1901958
 Policy Number B0180ME1902911
 Policy Number B0180ME1918953
 *SIR per policy terms and conditions

The General Liability is Self Insured.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Maria D Zuniga, Joseph R Aulbert, Richard Allen Covington, Vickie Elaine Lacy, Ryan Varela, Ashley Koletar, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of February, 2019.



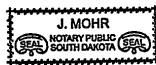
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of February, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of May, 2019.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. 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, and 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.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

_15. Examine and approve all accounts payable and budget amendments.

Motion by Commissioner Kubesch to approve all accounts payable and budget amendments; seconded by Commissioner Gertson; 4 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

**ORDER TO AMEND THE 2019 BUDGET
AS OF NOVEMBER 25, 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:

11/25/2019 TIME:08:53 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	
0000044866	CURRENT	11/25/2019	11/25/2019	004	12-401-403 OUTSIDE LEGAL SERVICES	75,000.00	
0000044867	CURRENT	11/25/2019	11/25/2019	004	12-435-479 INTERPRETORS	2,500.00	
0000044868	CURRENT	11/25/2019	11/25/2019	004	12-435-485 JUROR EXPENSE	2,500.00	
0000044869	CURRENT	11/25/2019	11/25/2019	004	12-540-415 BILLING SERVICES	5,000.00	
0000044870	CURRENT	11/25/2019	11/25/2019	004	12-560-310 SUPPLIES/EQUIPMENT UNDER \$500	1,500.00	
0000044871	CURRENT	11/25/2019	11/25/2019	004	12-560-336 PHOTO/RIFLE/RANGE SUPPLIES	1,500.00-	
0000044872	CURRENT	11/25/2019	11/25/2019	004	12-565-405 PRISONER MEDICAL/MEDICINE	15,000.00	
0000044873	CURRENT	11/25/2019	11/25/2019	004	12-495-427 CONVENTIONS/SEMINARS/DUES	150.00	
0000044874	CURRENT	11/25/2019	11/25/2019	004	12-495-310 SUPPLIES/EQUIPMENT UNDER \$500	150.00-	
0000044875	CURRENT	11/25/2019	11/25/2019	004	12-695-574 CONTINGENCIES	100,000.00-	
0000044876	CURRENT	11/25/2019	11/25/2019	004	24-624-429 TRAVEL EXPENSE	1,000.00	
0000044877	CURRENT	11/25/2019	11/25/2019	004	24-624-456 MACHINE HIRE	1,000.00-	
0000044878	CURRENT	11/25/2019	11/25/2019	004	24-624-486 R&B CONSTRUCTION	30,000.00	
0000044879	CURRENT	11/25/2019	11/25/2019	004	24-624-572 ROAD EQUIPMENT	30,000.00-	
0000044880	CURRENT	11/25/2019	11/25/2019	004	12-475-109 SALARY, LONGEVITY	4,880.00	
0000044881	CURRENT	11/25/2019	11/25/2019	004	12-100-603 GRANT - STATE COMPTROLLER	4,880.00	
					TOTAL BUDGET ADJUSTMENTS	16 9,760.00	

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

11/25/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 1
 TIME:08:35 AM CLAIMS FOR PAYMENT AS OF NOV. 25, 2019 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0100-TOTAL REVENUES/CARRY-OVER					
	2ND 25TH JUDICIAL DISTRICT CSCD	210096	A	MENTAL HEALTH SVCS/HGAC GRANT	175.00
	2ND 25TH JUDICIAL DISTRICT CSCD	210110	A	MENTAL HEALTH SVCS/HGAC GRANT	140.00
	COLUMBUS OAKS HEALTHCARE COMMUNITY	209922	A	REFUND OVERPAYMNT OF AMBULANCE CHGS	293.85
	KENDALL WADDLE	209939	A	REFUND OF WARRANT FEE/CR11-0471	50.00
	TEXAS PARKS AND WILDLIFE DEPARTMENT	209988	A	TPW FINE/CAUSE#CR-19-0864/A8322775	85.00
	TEXAS PARKS AND WILDLIFE DEPARTMENT	209989	A	TPW FINE/CAUSE#19C1235/A8320451	145.35
	TEXAS PARKS AND WILDLIFE DEPARTMENT	209990	A	TPW FINE/CAUSE#19C1236/A8320450	145.35
	TEXAS PARKS AND WILDLIFE DEPARTMENT	209991	A	TPW FINE/CAUSE#19C1237/A8320449	145.35
	TEXAS PARKS AND WILDLIFE DEPARTMENT	210059	A	TPW FINE/CR-19-0865/A8322767	170.00
	TONY MANCUSCO	209995	A	OUT OF STATE SERVICE/CASE#19-5648	40.60
	TRUCARE LIVING CENTERS-COLUMBUS	209998	A	REFUND OVERPAYMNT OF AMBULANCE CHGS	289.16
	TRUCARE LIVING CENTERS-COLUMBUS	209999	A	REFUND OVERPAYMNT OF AMBULANCE CHGS	289.16
	TRUCARE LIVING CENTERS-COLUMBUS	210000	A	REFUND OVERPAYMNT OF AMBULANCE CHGS	289.16
	TRUCARE LIVING CENTERS-COLUMBUS	210001	A	REFUND OVERPAYMNT OF AMBULANCE CHGS	289.16
	TX MEDICAID & HEALTHCARE PARTNERSHP	209985	A	REFUND OVERPAYMNT OF AMBULANCE CHGS	88.87
	TX MEDICAID & HEALTHCARE PARTNERSHP	209986	A	REFUND OVERPAYMNT OF AMBULANCE CHGS	164.52
	DEPARTMENT TOTAL				2,800.53
0200-LIABILITY ACCOUNTS					
	PERDUE, BRADON, FIELDER, COLDER &	209953	A	CO CLK OCT DLQ FEES/INV#IVC00049850	10.00
	DEPARTMENT TOTAL				10.00
0400-COUNTY JUDGE					
	AT&T	209858	R	PHONE SVC/ACCT#713 A80-6235 692 8	87.18
	PRESTIGE OFFICE PRODUCTS, LLC	209956	A	BATTERIES & BINDER CLIPS/INV#115762	36.27
	DEPARTMENT TOTAL				123.45
0401-COMMISSIONER'S COURT					
	CRAIN, CATON & JAMES, P.C.	209915	A	DEFENSE COSTS/INLAND ENVIRONMENTAL	18,737.48
	CRAIN, CATON & JAMES, P.C.	209916	A	DEFENSE COSTS/ALTAIR DISPOSAL SVCS	17,327.25
	DAVID B. BROOKS	210021	A	OCT LEGAL CONSULTATION SVCS	100.00
	TEXAS A&M AGRILIFE EXT SERVICE	210126	A	(2) REG FOR DIST 11 CJ & COMM CONF	80.00
	TEXAS A&M AGRILIFE EXTENSION SVC	209984	A	SCHOOL FOR CO COMMISSIONERS COURT	900.00
	DEPARTMENT TOTAL				37,144.73
0403-COUNTY CLERK					
	AT&T	209856	R	PHONE SVC/ACCT#713 A80-6235 692 8	36.33
	DEPARTMENT TOTAL				36.33
0410-ELECTIONS					
	AT&T	209852	R	PHONE SVC/ACCT#713 A80-6235 692 8	79.05
	ELECTION SYSTEMS & SOFTWARE, INC.	209927	A	11-5 ABSENTEE BALLOTS/INV#1107201	378.21
	PRESTIGE OFFICE PRODUCTS, LLC	209957	A	5-IN-1 DATE STAMP/INV#115772	54.99
	DEPARTMENT TOTAL				512.25
0426-COUNTY COURT					
	DWIGHT E. PESCHEL	210025	A	MILEAGE/VISITING JUDGE ON 10-20-19	102.08
	URSULA S. STEPHENS	210028	A	INTERPRETER SVCS ON 11-7 & 11-20	400.00
	DEPARTMENT TOTAL				502.08
0428-PUBLIC DEFENDER					
	AT&T	209849	R	PHONE SVC/ACCT#713 A80-6235 692 8	78.09
	THOMSON REUTERS - WEST	209994	A	OCT PRODOC SUBSCRIPTION/1003148035	137.81
	DEPARTMENT TOTAL				215.90
0433-25TH JUDICIAL DISTRICT					

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	D'LOIS L. JONES	209919	A	SEPT & OCT CRT REPORTER MILEAGE	415.28
	DEPARTMENT TOTAL				415.28
0435-DISTRICT COURT					
	AL RADKE	209776	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	ALLEN TENGLER	209797	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	ALPHONSUS OHNHEISER	209800	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	ARLENE MIKUSH	210113	R	GRAND JURY DUTY ON 11-21-19	40.00
	BENNY WILLIS	209787	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	BETTY HOVIS	209813	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	BIANCA TORO	209794	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	CAMILIA CAVAZOS	209779	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	CHRISTINE ROGNERUD	209833	R	DIST CRT JURY DUTY ON 11-2 & 11-13	60.00
	DANIEL NEW	209803	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	DANNY HUGHES	209775	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	DAVID KOTZEBUE	209816	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	DAVID MITCHEM	209791	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	DEBORAH MARBURGER	209802	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	DEBRA UGARTE	209830	R	DIST CRT JURY DUTY ON 11-2 & 11-13	60.00
	DESTINEE REYES	209774	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	DONNA COUCH	209829	R	DIST CRT JURY DUTY ON 11-2 & 11-13	60.00
	ELAINE STEWART	209818	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	EMELDA AVILA	209780	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	ENRIQUETA CANTU	209777	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	ERIC BILLECK	209798	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	ERMA WILLIAMS	209784	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	ESMERALDA SOTELO	209811	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	GARY MILLER	210116	R	GRAND JURY DUTY ON 11-21-19	40.00
	GARY SCHERTZ	209822	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	GATES, STEIN, GILLESPIE & TREFNY	210016	A	COURT APPT ATTY/CAUSE#25,336/AG	262.50
	GUADALUPE TORREZ	209786	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	HARLE & SCHEFF, PLLC	210020	A	COURT APPT ATTY/CAUSE#25,210/CPS	150.00
	HARRY JOHNSON	209789	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	IRENE GALLAHER	209801	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	ISELA REYES	209834	R	DIST CRT JURY DUTY ON 11-2 & 11-13	60.00
	JAMES DANIELS	209825	R	DIST CRT JURY DUTY ON 11-2 & 11-13	60.00
	JAMES MEINKE	209805	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	JESSICA R POWELL ANDERS PC	210017	A	COURT APPT ATTY/CAUSE#25,210/CPS	150.00
	JESSICA R POWELL ANDERS PC	210018	A	COURT APPT ATTY/CAUSE#25,496/CPS	150.00
	JOAN REYES	210115	R	GRAND JURY DUTY ON 11-21-19	40.00
	JOANNE KANA	209820	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	JOE FLING	210019	A	COURT APPT ATTY/CAUSE#25,496/CPS	150.00
	JOEL GARZA	209781	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	JOHN MARBURGER	209814	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	JOSE SANCHEZ	209832	R	DIST CRT JURY DUTY ON 11-2 & 11-13	60.00
	JULIE HOWELL	209807	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	LARRY KUNKEL	209793	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	LASHAY TOLIVER	209819	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	LAWRENCE BERGER	210120	R	GRAND JURY DUTY ON 11-21-19	40.00
	LU ANN CHADWICK	209824	R	DIST CRT JURY DUTY ON 11-12 & 11-13	60.00
	LUCAS BERNTSON	209821	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	MARILYN MOELLER	209815	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	MARIO DIGIOVANNI	209812	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	MARY DIGIOVANNI	209809	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	MARY PARR	209823	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	MELINDA ROBLES	209783	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	MICHAEL PAVLIK	209817	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00

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	MICHILLE HERNANDEZ	209788	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	MIKAYLA PFLUGHAUPT	210111	R	GRAND JURY DUTY ON 11-21-19	40.00
	PARRIE HARTLEY	209826	R	DIST CRT JURY DUTY ON 11-2 & 11-13	60.00
	PATRICE ROPER	209796	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	PATRICIA WAGNER	210050	A	COURT REPORTER ON 11-18-19/INV#159	375.00
	REGINA SCOTT	209808	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	RICHARD PATTERSON	209827	R	DIST CRT JURY DUTY ON 11-2 & 11-13	60.00
	RICKY ALTMAN	209835	R	DIST CRT JURY DUTY ON 11-2 & 11-13	60.00
	ROBERT BROWN	209792	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	ROBERT SCHUCK	210114	R	GRAND JURY DUTY ON 11-21-19	40.00
	RON MOSTYN	209782	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	RONNIE GEISTMANN	209799	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	ROSALYN BAILEY	209810	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	RUBY WASHINGTON	209828	R	DIST CRT JURY DUTY ON 11-2 & 11-13	60.00
	RYAN BEANE	209806	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	SANDRA HANSON	209785	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	STEPHEN RASNIK	210112	R	GRAND JURY DUTY ON 11-21-19	40.00
	TAMALYN NEUENDORFF	210118	R	GRAND JURY DUTY ON 11-21-19	40.00
	THOMAS HARKNESS	209804	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	TRANSLINGUA SPANISH COMMUNICATIONS	209987	A	INTERPRETING SVCS/INV#2662546	684.00
	TRANSLINGUA SPANISH COMMUNICATIONS	210022	A	INTERPRETING SVCS/INV#2662549	684.00
	TRANSLINGUA SPANISH COMMUNICATIONS	210023	A	INTERPRETING SVCS/INV#2662550	684.00
	VICKI TESCH	210119	R	GRAND JURY DUTY ON 11-21-19	40.00
	VICTOR GONZALEZ	209778	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	VIRGINIA COWART	209790	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	WILLIAM DUPERIER	209831	R	DIST CRT JURY DUTY ON 11-2 & 11-13	60.00
	ZARITA MERCADO	209795	R	DISTRICT CRT JURY DUTY ON 11-12-19	12.00
	ZION SIMMONS	210117	R	GRAND JURY DUTY ON 11-21-19	40.00
	DEPARTMENT TOTAL				5,009.50
0450-DISTRICT CLERK					
	AT&T	209846	R	PHONE SVC/ACCT#713 A80-6235 692 8	36.37
	AT&T	209851	R	PHONE SVC/ACCT#713 A80-6235 692 8	79.05
	GREATAMERICA FINANCIAL SVCS	210026	A	KYOCERA COPIER LEASE PMT/#25906882	92.40
	GREATAMERICA FINANCIAL SVCS	210027	A	FINISHER LEASE PMT/INV#25906882	28.00
	PRESTIGE OFFICE PRODUCTS, LLC	209959	A	STAMP/INV#115651	10.67
	PRESTIGE OFFICE PRODUCTS, LLC	210051	A	STAMP/INV#115789	21.95
	SCOTT-MERRIMAN, INC.	209970	A	CASEBINDERS/INV#064430	429.36
	DEPARTMENT TOTAL				697.80
0451-JUSTICE OF THE PEACE #1					
	AT&T	209845	R	PHONE SVC/ACCT#713 A80-6235 692 8	74.94
	PRESTIGE OFFICE PRODUCTS, LLC	209955	A	DISINFECTANT WIPES/INV#115780	25.58
	XEROX FINANCIAL SERVICES	210008	A	XEROX LEASE PMT/INV#1850254	125.00
	DEPARTMENT TOTAL				225.52
0452-JUSTICE OF THE PEACE #2					
	AQUA BEVERAGE COMPANY	209871	A	WATER & COOLER RENT/CUST#012681	23.74
	BOE REEVES	209875	A	MILEAGE (9/30-10-13)	55.68
	COURTNEY OHNHEISER	209914	A	TX JUSTICE CRT TRAINING EXPS	50.00
	KATHLEEN KLOESEL	209937	A	TX JUSTICE CRT TRAINING EXPS	154.52
	KATHLEEN KLOESEL	209938	A	MILEAGE TO DELIVER REPORTS	19.14
	PRESTIGE OFFICE PRODUCTS, LLC	210105	A	(4) DESK CALENDARS/INV#115788	24.72
	XEROX FINANCIAL SERVICES	210009	A	XEROX LEASE PMT/INV#1850254	125.00
	DEPARTMENT TOTAL				452.80
0453-JUSTICE OF THE PEACE #3					

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	AT&T	209850	R	PHONE SVC/ACCT#713 A80-6235 692 8	36.33
	PRESTIGE OFFICE PRODUCTS, LLC	209961	A	(4) INK CARTRIDGES/INV#115733	507.96
	XEROX FINANCIAL SERVICES	210010	A	XEROX LEASE PMT/INV#1850254	125.00
	DEPARTMENT TOTAL				669.29
0475-COUNTY ATTORNEY					
	AT&T	209857	R	PHONE SVC/ACCT#713 A80-6235 692 8	36.33
	LAKEWAY RESORT AND SPA	209943	A	2-NIGHTS HOTEL ROOM/CONF#1044CH	303.96
	OFFICE DEPOT, INC.	209949	A	OFFICE SUPPLIES/INV#395767828001	374.95
	OFFICE DEPOT, INC.	209950	A	OFFICE SUPPLIES/INV#395815578001	63.99
	OFFICE DEPOT, INC.	209951	A	OFFICE SUPPLIES/INV#395822678001	137.97
	TRANSUNION RISK & ALTERNATIVE	209997	A	OCT SEARCHES/ACCT#3133931	50.00
	XEROX FINANCIAL SERVICES	210014	A	XEROX LEASE PMT/INV#1850254	300.00
	DEPARTMENT TOTAL				1,267.20
0495-COUNTY AUDITOR'S OFFICE					
	AT&T	209847	R	PHONE SVC/ACCT#713 A80-6235 692 8	36.33
	PRESTIGE OFFICE PRODUCTS, LLC	209954	A	LETTERHEAD/INV#115713	23.34
	SETON IDENTIFICATION	210122	A	INVENTORY TAGS/INV#9341491785	841.45
	THOMSON REUTERS - WEST	209993	A	TX CRIMINAL PRO CODE/1000421802	75.00
	XEROX FINANCIAL SERVICES	210011	A	XEROX LEASE PMT/INV#1850254	125.00
	DEPARTMENT TOTAL				1,101.12
0497-COUNTY TREASURER					
	PRESTIGE OFFICE PRODUCTS, LLC	209960	A	ENVELOPES/INV#115716	289.00
	PRESTIGE OFFICE PRODUCTS, LLC	210089	A	3-HOLE PUNCH/INV#115873	7.16
	DEPARTMENT TOTAL				296.16
0499-TAX ASSESSOR-COLLECTOR					
	AT&T	209860	R	PHONE SVC/ACCT#713 A80-6235 692 8	43.59
	SYNCB/AMAZON	209978	A	CASH REGISTER TAPE FOR TAX A/C	4.30
	DEPARTMENT TOTAL				47.89
0510-COURTHOUSE BUILDING					
	A-LINE AUTO PARTS	209868	A	BATTERY/CUST#46398	102.95
	COLUMBUS PLUMBING & SERVICE, INC.	210077	A	COMMODE REPAIRS/INV#9521	495.20
	GULF COAST PAPER CO., INC.	210073	A	CLEANING SUPPLS/INV#1769112,1769113	596.90
	GULF COAST PAPER CO., INC.	210074	A	CLEANING SUPPLS/INV#1769126	63.60
	GULF COAST PAPER CO., INC.	210129	A	TISSUE & TOWELS/INV#1769112	510.55
	WALMART COMMUNITY/RFCSELLC	210003	A	CLEANING SUPPLIES/TR#01947	50.77
	WALMART COMMUNITY/RFCSELLC	210004	A	CHRISTMAS LIGHTS/TR#04549	199.40
	WALMART COMMUNITY/RFCSELLC	210075	A	CHRISTMAS LIGHTS/TR#00210	106.16
	DEPARTMENT TOTAL				2,125.53
0515-PARKS & RECREATION DEPT					
	SCHNEIDER MACHINE & WELDING	210041	A	FABRICATE GARBAGE CAN RACKS/#100383	720.00
	DEPARTMENT TOTAL				720.00
0525-SEPTIC SYSTEM/FLOODPLAIN					
	AT&T	209842	R	PHONE SVC/ACCT#713 A80-6235 692 8	44.91
	DEPARTMENT TOTAL				44.91
0530-EMERGENCY MANAGEMENT					
	AT&T	209863	R	PHONE SVC/ACCT#713 A80-6235 692 8	44.91
	SYNCB/AMAZON	209981	A	CASE & RAM MOUNTS FOR IPAD	201.92
	DEPARTMENT TOTAL				246.83
0540-EMS DIRECTOR/AMBULANCE					

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	AT&T	209839	R	PHONE SVC/ACCT#713 A80-6235 692 8	92.85
	AT&T	209854	R	PHONE SVC/ACCT#713 A80-6235 692 8	35.03
	AT&T	209861	R	PHONE SVC/ACCT#713 A80-6235 692 8	36.33
	AT&T MOBILITY	210053	A	CELLULAR SVC/ACCT#826392707	184.84
	BOUND TREE MEDICAL, LLC	210054	A	MEDICAL SUPPLIES/INV#83409398	181.80
	CAVENDER FORD	209878	A	FORD EXPLORER REPAIRS/INV#141178	1,749.26
	CHASE CARD SERVICES	210106	A	FAXAGE MONTHLY CHARGE	3.49
	CHASE CARD SERVICES	210107	A	HOTEL FOR TRAINING	431.25
	COLORADO COUNTY OIL CO., INC.	209908	A	515 GALS DIESEL/INV#396587	1,209.27
	COLORADO COUNTY OIL CO., INC.	209909	A	500 GALS DIESEL/INV#397085	1,143.65
	COLORADO COUNTY OIL CO., INC.	209910	A	500 GALS DIESEL/INV#398064	1,149.65
	COLUMBUS TIRE CENTER	210055	A	BAL TIRES/INV#3723	72.00
	EL CAMPO EMS	209926	A	LIFEPAK 15 SUPPLIES	100.00
	EMS MANAGEMENT & CONSULTANTS, INC.	209928	A	OCT BILLING SVCS/INV#037445	4,456.37
	HENRY SCHEIN INC.	209934	A	MEDICAL SUPPLIES/INV#70734189	285.63
	HENRY SCHEIN INC.	210056	A	MEDICAL SUPPLIES/INV#70995370	125.50
	QUADMED, INC.	209965	A	MEDICAL SUPPLIES/INV#158123	981.09
	QUADMED, INC.	210057	A	MEDICAL SUPPLIES/INV#158486	335.26
	SYNCB/AMAZON	209979	A	CARRYING CASE FOR PHONE	10.68
	SYNCB/AMAZON	209980	A	EMS TRAILER PARTS	102.45
	WEIMAR TROPHIES, INC.	210058	A	(3) PLATES ENGRAVED FOR DONATIONS	24.00
	XEROX FINANCIAL SERVICES	210012	A	XEROX LEASE PMT/INV#1850254	150.00
	DEPARTMENT TOTAL				12,860.40
0555-911 RURAL ADDRESSING					
	AT&T	209855	R	PHONE SVC/ACCT#713 A80-6235 692 8	44.91
	AT&T	209864	R	PHONE SVC/ACCT#713 A80-6235 692 8	36.33
	CDW GOVERNMENT	210091	A	HP DESIGNJET PRINTER/INV#VTL4786	2,192.95
	DEPARTMENT TOTAL				2,274.19
0560-COUNTY SHERIFF					
	A L & M BUILDING SUPPLY	209869	A	SCREWS & SPRAY PAINT/CUST#5134	12.78
	A L & M BUILDING SUPPLY	209870	A	12X24 STEEL SHEET/CUST#5134	11.99
	AT&T	209841	R	PHONE SVC/ACCT#713 A80-6235 692 8	318.40
	AT&T	209865	R	PHONE SVC/ACCT#713 A80-6235 692 8	33.18
	AT&T	209866	R	PHONE SVC/ACCT#713 A80-6235 692 8	40.44
	CAVENDER CHRYSLER JEEP DODGE RAM	209876	A	CHEV TAHOE OIL CHG/INV#71978	83.48
	CAVENDER FORD	209877	A	FORD EXPLORER OIL CHG/INV#141221	53.27
	COLUMBUS TIRE CENTER	209911	A	MOUNT & BAL TIRES/INV#3746	52.00
	COLUMBUS TIRE CENTER	209912	A	BRAKE REPAIRS/INV#3644	206.00
	E.F. JOHNSON COMPANY	209925	A	DESKTOP MICROPHONE	779.32
	E.F. JOHNSON COMPANY	210121	A	HEADSET MODULE OPERATOR INTERACE	800.00
	FEDERAL EXPRESS CORP	209929	A	SHIPPING CHGS/INV#6-831-05613	33.52
	GT DISTRIBUTORS, INC.	209931	A	UNIFORM SHIRTS/INV0736088	52.55
	O'REILLY AUTO PARTS	209948	A	TOGGLE SWITCHES/CUST#1269383	11.98
	PRESTIGE OFFICE PRODUCTS, LLC	209962	A	CORRECTION TAPE/INV#115732	18.30
	SCHNEIDER TIRE & LUBE LLC	209969	A	OIL CHG/INV#29115	44.98
	THOMSON REUTERS - WEST	209992	A	TX CRIMINAL & MOTOR VEH/1000458846	310.00
	YORKTOWN INDUSTRIES INDIANA, INC	210015	A	CD/DVD SLEEVES/INV#412412Y-IN	234.00
	DEPARTMENT TOTAL				3,096.19
0565-OPERATION OF JAIL					
	A L & M BUILDING SUPPLY	210067	A	CABLE TIE MOUNTING PAD/CUST#5134	5.97
	BRYAN RADIOLOGY ASSOCIATES	210127	A	XRAY READINGS/PRE-EMPL/A MARTINEZ	96.00
	CLINICAL SOLUTIONS PHARMACY	209881	A	OCT INMATE MEDICINE	37.23
	CLINICAL SOLUTIONS PHARMACY	209882	A	SEPT INMATE MEDICINE	323.33
	CLINICAL SOLUTIONS PHARMACY	209883	A	OCT INMATE MEDICINE	0.44

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	CLINICAL SOLUTIONS PHARMACY	209884	A	OCT INMATE MEDICINE	147.00
	CLINICAL SOLUTIONS PHARMACY	209885	A	OCT INMATE MEDICINE	18.36
	CLINICAL SOLUTIONS PHARMACY	209886	A	OCT INMATE MEDICINE	88.18
	CLINICAL SOLUTIONS PHARMACY	209887	A	OCT INMATE MEDICINE	10,654.09
	CLINICAL SOLUTIONS PHARMACY	209888	A	OCT INMATE MEDICINE	22.38
	CLINICAL SOLUTIONS PHARMACY	209889	A	OCT INMATE MEDICINE	13.35
	CLINICAL SOLUTIONS PHARMACY	209890	A	OCT INMATE MEDICINE	99.70
	CLINICAL SOLUTIONS PHARMACY	209891	A	OCT INMATE MEDICINE	14.13
	CLINICAL SOLUTIONS PHARMACY	209892	A	OCT INMATE MEDICINE	34.01
	CLINICAL SOLUTIONS PHARMACY	209893	A	OCT INMATE MEDICINE	14.73
	CLINICAL SOLUTIONS PHARMACY	209894	A	OCT INMATE MEDICINE	15.27
	CLINICAL SOLUTIONS PHARMACY	209895	A	OCT INMATE MEDICINE	221.47
	CLINICAL SOLUTIONS PHARMACY	209896	A	OCT INMATE MEDICINE	26.98
	CLINICAL SOLUTIONS PHARMACY	209897	A	OCT INMATE MEDICINE	57.77
	CLINICAL SOLUTIONS PHARMACY	209898	A	OCT INMATE MEDICINE	603.16
	CLINICAL SOLUTIONS PHARMACY	209899	A	OCT INMATE MEDICINE	14.30
	CLINICAL SOLUTIONS PHARMACY	209900	A	OCT INMATE MEDICINE	14.88
	CLINICAL SOLUTIONS PHARMACY	209901	A	OCT INMATE MEDICINE	39.37
	CLINICAL SOLUTIONS PHARMACY	209902	A	OCT INMATE MEDICINE	17.05
	CLINICAL SOLUTIONS PHARMACY	209903	A	OCT INMATE MEDICINE	8.79
	CLINICAL SOLUTIONS PHARMACY	209904	A	OCT INMATE MEDICINE	20.26
	CLINICAL SOLUTIONS PHARMACY	209905	A	OCT INMATE MEDICINE	5.40
	CLINICAL SOLUTIONS PHARMACY	209906	A	OCT INMATE MEDICINE	8.77
	CLINICAL SOLUTIONS PHARMACY	209907	A	OCT INMATE MEDICINE	113.05
	COLUMBUS MEDICAL CLINIC	210081	A	OFFICE VISIT/314252/10-8-19/INMATE	75.00
	COLUMBUS PLUMBING & SERVICE, INC.	210123	A	MACHINE REPAIRS/INV#9590	206.25
	CONDRA COMMUNICATIONS	210068	A	INSTALL NEW NETWORK DROPS/INV#57922	370.44
	DELIVERIT PHARMACY, INC.	209920	A	OCT INMATE MEDICINE/INV#201911-CO	121.96
	DELIVERIT PHARMACY, INC.	209921	A	OCT INMATE MEDICINE/INV#201911-CO	169.97
	G&L WASTEWATER SERVICES	209930	A	CLEAN GREASE TRAP/INV#778	445.00
	GUADALUPE COUNTY SHERIFF'S DEPT	209932	A	OCT OUT-OF-COUNTY INMATE HOUSING	1,550.00
	H.E. BUTT GROCERY COMPANY	209933	A	BREAD, BUNS & FOOD/INV#211101	185.79
	H.E. BUTT GROCERY COMPANY	210066	A	BREAD, BUNS & FOOD/INV#225787	159.76
	LABATT FOOD SERVICE	209940	A	WEEKLY FOOD ORDER/INV#11046598	1,581.66
	LABATT FOOD SERVICE	209941	A	WEEKLY FOOD ORDER/INV#11079227	1,566.00
	LABATT FOOD SERVICE	209942	A	WEEKLY FOOD ORDER/INV#11149921	1,801.84
	LABATT FOOD SERVICE	210065	A	WEEKLY FOOD ORDER/INV#11188773	1,772.32
	LABATT FOOD SERVICE	210125	A	WEEKLY FOOD ORDER/INV#11211833	1,459.29
	MATERA PAPER COMPANY	209946	A	BROOM, TISSUE & DEGREASER/#H468197	375.22
	PTS OF AMERICA, LLC	209964	A	TRANSPORT INMATE/INV#191599	1,593.00
	SEALY DENISTRY - SEALY PLLC	209971	A	INMATE/EXTRACT TOOTH/4189077604	312.00
	SEALY DENISTRY - SEALY PLLC	209972	A	INMATE/DENTAL EVALUATION/4189077645	114.00
	SEALY DENISTRY - SEALY PLLC	210069	A	INMATE/DENTAL EVALUATION/4189077648	114.00
	SEALY DENISTRY - SEALY PLLC	210070	A	INMATE/EXTRACT TOOTH/4189077647	312.00
	SOUTHERN HEALTH PARTNERS, INC	209973	A	DEC INMATE MEDICAL CONTRACT SVCS	9,096.88
	TEEX	210095	A	BASIC COUNTY CORRECTIONS/JH7261282	275.00
	TEEX	209983	A	BASIC CO CORRECTIONS COURSE REG	275.00
	TOEPFERWEIN AIR-CONDITIONING	210071	A	REPLACE FILTERS & BELTS/INV#13414	1,232.19
	TOEPFERWEIN AIR-CONDITIONING	210072	A	SVC SMOKE ALARM SYSTEM/INV#13432	108.56
	WALMART COMMUNITY/RFCSLLC	210005	A	CLEANING SUPPLIES/TR#02600	30.16
	XEROX FINANCIAL SERVICES	210013	A	XEROX LEASE PMT/INV#1850254	250.00
	DEPARTMENT TOTAL				38,288.71
0575-MENTAL HEALTH & ALCOHOL	TRAVIS COUNTY CLERK	210132	A	MH COURT COST/CASE#C-1-MH-19-002248	458.00
	DEPARTMENT TOTAL				458.00
0580-VETERAN SERVICE OFFICER					

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019

11/25/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0014 AIRPORT FUND CYCLE: ALL PAGE 8
TIME:08:35 AM CLAIMS FOR PAYMENT AS OF NOV. 25, 2019 PREPARER:0004

DEPARTMENT
NAME-OF-VENDOR INVOICE-NO S DESCRIPTION-OF-INVOICE AMOUNT

0520-AIRPORT FUND EXPENDITURES

AT&T	209843	R	PHONE SVC/ACCT#713 A80-6235 692 8	40.44
AT&T	209859	R	PHONE SVC/ACCT#713 A80-6235 692 8	66.36
RISE BROADBAND	210093	A	INTERNET @ AIRPORT	70.37
DEPARTMENT TOTAL				177.17
FUND TOTAL				177.17

11/25/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0021 R&B PCT #1 CYCLE: ALL PAGE 9
TIME:08:35 AM CLAIMS FOR PAYMENT AS OF NOV. 25, 2019 PREPARER:0004

DEPARTMENT
NAME-OF-VENDOR INVOICE-NO S DESCRIPTION-OF-INVOICE AMOUNT

0621-R&B #1 TOTAL DISBURSEMNTS

AT&T	209836	R	PHONE SVC/ACCT#713 A80-6235 692 8	33.18
CINTAS CORPORATION	210044	A	UNIFORMS/INV#4034452680,4034948577	158.60
COLUMBUS BUTANE COMPANY	210045	A	151.2 GALS LP GAS/INV#10141	317.52
JOHN DEERE FINANCIAL	210046	A	PARTS/ACCT#01042-62002	1,183.77
MUSTANG CAT	210047	A	PARTS/INV#PART5117832	696.30
TEXAS DISPOSAL SYSTEMS, INC.	210048	A	TRASH SVC/INV#5137944	141.90
WYLIE MANUFACTURING CO.	210049	A	PARTS/INV#498110	112.72
DEPARTMENT TOTAL				2,643.99
FUND TOTAL				2,643.99

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

11/25/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0022 R&B PCT #2 CYCLE: ALL PAGE 10
 TIME:08:35 AM CLAIMS FOR PAYMENT AS OF NOV. 25, 2019 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0622-PCT #2 TOTAL DISBURSEMNTS					
	ASCO EQUIPMENT	210090	A	REPAIRS TO BACKHOE/INV#SW0077045-1	1,882.55
	CINTAS CORPORATION	209879	A	UNIFORMS/INV#4034246007,4034871449	306.35
	COLORADO CO TAX ASSESSOR/COLLECTOR	209918	A	VEHICLE REG RENEWAL/LP#1092802	7.50
	COLORADO COUNTY OIL CO., INC.	210097	A	200 GALS GAS, 770 GALS DIESEL/399256	2,014.62
	COLUMBUS BEARING & INDUST	209880	A	SOCKETS/CUST#201426	52.60
	DON'S REPAIR SHOP	209923	A	INSPECTION/INV#6724	19.50
	EDWARD J. SEIFERT OIL CO.	209924	A	55 GALS CASTROL/INV#52185	852.00
	HÖFFER TRUCK COMPANY, INC.	210098	A	STARTER/INV#279549	409.71
	HÖFFER TRUCK COMPANY, INC.	210099	A	ABSORBENT/INV#279554	12.86
	M-G FARM SERVICE CENTER	209944	A	SHOP SUPPLIES/CUST#3310	14.78
	M-G FARM SERVICE CENTER	210130	A	SHOP SUPPLIES/INV#847385	7.79
	MOTAL MACHINE	209947	A	CYLINDER/INV#345623	60.00
	MUSTANG CAT	210100	A	PARTS/INV#PART5120007	361.88
	MUSTANG CAT	210101	A	PARTS/INV#PART51117833,5117834	459.94
	SHOPPA'S FARM SUPPLY	210102	A	FILTERS/INV#1065533	34.25
	STAVINOKA TIRE PROS LLC	209975	A	SHREDDER TIRE/INV#66453	170.36
	STAVINOKA TIRE PROS LLC	209976	A	BATTERIES/INV#66521	309.90
	STAVINOKA TIRE PROS LLC	209977	A	TRUCK TIRE/INV#65863	129.90
	STAVINOKA TIRE PROS LLC	210103	A	TIRE/INV#66467	24.95
	TRACTOR SUPPLY CREDIT PLAN	209996	A	HYDRAULIC CYLINDER	159.99
	WALLER COUNTY ASPHALT, INC	210104	A	25.13 TONS COLD MIX/INV#17753	2,626.09
	WICK'S WESTERN AUTO	210131	A	ANTI-FREEZE & LUBRICANTS/9303-53193	30.90
	DEPARTMENT TOTAL				9,948.42
	FUND TOTAL				9,948.42

11/25/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0023 R&B PCT #3 CYCLE: ALL PAGE 11
 TIME:08:35 AM CLAIMS FOR PAYMENT AS OF NOV. 25, 2019 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0623-R&B #3 TOTAL DISBURSEMNTS					
	AT&T	209853	R	PHONE SVC/ACCT#713 A80-6235 692 8	74.94
	BARTEN CO. LLC	210029	A	84 YDS PIT RUN GRAVEL/INV#10370	966.00
	BERNARDO TRUCKING COMPANY	210030	A	54.17 TONS PREMIX/INV#12573	4,089.84
	CINTAS CORPORATION	210031	A	UNIFORMS/INV#4034246174,4034871646	315.83
	CINTAS CORPORATION	210032	A	UNIFORMS/INV#4035418626	201.06
	JOHN DEERE FINANCIAL	210033	A	TRACTOR PARTS/ACCT#75317-75398	3,169.94
	LA ROCHE	210034	A	TRUCK PART/ACCT#011882	233.52
	MUSTANG CAT	210035	A	PARTS/INV#PART5110745,PART5110744	40.53
	MUSTANG CAT	210036	A	PARTS/INV#PART5110743,PART5113255	155.14
	MUSTANG CAT	210037	A	PARTS/INV#PART5113254,PART5113257	541.62
	MUSTANG CAT	210038	A	PARTS/INV#PART5113256,5114189	384.33
	MUSTANG CAT	210039	A	GRINDWHEELS/CUST#46594190	14.37
	PRAXAIR DISTRIBUTION, INC.	210040	A	BATTERY/INV#1191622	12.95
	QUALITY ELECTRONICS	210042	A	TRACTOR WINDSHIELDS/INV#37103	1,167.54
	SHIELDS WINDSHIELDS	210043	A	49.83 TONS PREMIX/INV#61997116	3,946.04
	VULCAN CONSTRUCTION MATERIALS LP	210043	A		15,313.65
	DEPARTMENT TOTAL				15,313.65
	FUND TOTAL				15,313.65

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

11/25/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0024 R&B PCT #4 CYCLE: ALL PAGE 12
 TIME:08:35 AM CLAIMS FOR PAYMENT AS OF NOV. 25, 2019 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0624-PCT #4 TOTAL DISBURSEMENTS					
	ASCO EQUIPMENT	209872	A	TOOL CYL KIT/INV#PS0116194-1	285.95
	ASCO EQUIPMENT	209873	A	BOOM CYL KIT/INV#PS0116195-1	773.43
	AT&T	209837	R	PHONE SVC/ACCT#713 A80-6235 692 8	45.71
	CINTAS CORPORATION #082	209769	R	UNIFORMS/INV#4032163920	103.59
	CINTAS CORPORATION #082	209770	R	UNIFORMS/INV#4033272241	103.59
	CINTAS CORPORATION #082	209771	R	UNIFORMS/INV#4033808158	127.73
	CINTAS CORPORATION #082	209772	R	UNIFORMS/INV#4032706334	103.59
	CINTAS CORPORATION #082	209773	R	UNIFORMS/INV#4034452676	103.59
	COLORADO CO TAX ASSESSOR/COLLECTOR	210063	A	VEHICLE REG RENEWAL/LP#9011737	7.50
	DARRELL GERTSON	210060	A	MILEAGE (11-7 TO 11-20)	395.56
	HERRMANN INTERNATIONAL	210061	A	INTL TRUCK AC REPAIRS/INV#49981	462.57
	MARTIN ASPHALT COMPANY	209945	A	5478 GALS CRS-2 EMULSION/INV#642449	11,613.36
	PRESLEY'S ALTERNATOR, INC.	210062	A	REBUILT STARTER/INV#92634	229.00
	VICBAT, INC.	210002	A	BATTERY/INV#20052032	103.95
	WHARTON TRACTOR COMPANY	210064	A	LINING RINGS/ACCT#02633	147.74
	DEPARTMENT TOTAL				14,606.86
	FUND TOTAL				14,606.86

11/25/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0050 SECURITY FUND CYCLE: ALL PAGE 13
 TIME:08:35 AM CLAIMS FOR PAYMENT AS OF NOV. 25, 2019 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0477-COURTHOUSE SECURITY EXPENDITURES					
	RANDY MICAN	210052	A	DIST COURT BAILIFF DUTY ON 11-15	315.00
	DEPARTMENT TOTAL				315.00
	FUND TOTAL				315.00

11/25/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0080 HOT CHECK FUND CYCLE: ALL PAGE 14
 TIME:08:35 AM CLAIMS FOR PAYMENT AS OF NOV. 25, 2019 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0475-COUNTY ATTY-HOT CHK FUND					
	STANDARD COFFEE SERVICE CO.	209974	A	COFFEE/INV#11706945 102519	62.38
	DEPARTMENT TOTAL				62.38
	FUND TOTAL				62.38

11/25/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 9999 GRAND TOTAL PAGE CYCLE: ALL PAGE 15
 TIME:08:35 AM CLAIMS FOR PAYMENT AS OF NOV. 25, 2019 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	GRAND TOTAL				160,029.75

MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 NOVEMBER 25, 2019

**PURCHASE
 ORDER**

Colorado County Precinct 4
 310 S. McCarty • Eagle Lake, Texas 77434 No. 4- 7277
 979-234-2633 • Fax 979-234-3832

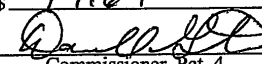
To: MUSTANG CAT

Date 11-21-19

Invoice # _____

QUAN.	DESCRIPTION	PRICE	AMOUNT
	DOC 20C220678A		
(2)	351-9918 LAMP HALOGEN		15.80
	DOC 20C220678B		
(1)	377-5227 LENS ASSY		83.89
<i>APPROVED FOR PAYMENT</i>			99.69

DISTRIBUTION:
 WHITE - AUDITOR
 YELLOW - VENDOR
 PINK - OFFICE

\$ 99.69

 Commissioner, Pct. 4

\$ For: _____
 Approved By: _____

**PURCHASE
 ORDER**

Colorado County Precinct 4
 310 S. McCarty • Eagle Lake, Texas 77434 No. 4- 7273
 979-234-2633 • Fax 979-234-3832

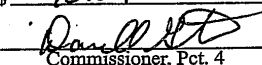
To: MUSTANG CAT

Date 11-14-19

Invoice # DOC 20C220678

QUAN.	DESCRIPTION	PRICE	AMOUNT
4	351-9918 LAMP HALOGEN	7.90	31.60
6	130-3515 LAMP 24-VOLT		8.64
DOC 20C220678			
<i>APPROVED FOR PAYMENT</i>			40.24

DISTRIBUTION:
 WHITE - AUDITOR
 YELLOW - VENDOR
 PINK - OFFICE

\$ 40.24

 Commissioner, Pct. 4

\$ For: _____
 Approved By: _____

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

COLORADO COUNTY, TEXAS										
NOVEMBER 16TH THRU 30TH & LONGEVITY										
PAID ON NOVEMBER 27, 2019										
	SALARIES	FICA	INSURANCE	TCDRS	TOTAL	ACCOUNTS PAYABLE CHECKS				
GENERAL FUND (DEDUCTIONS)	319,335.09	23,680.23	59,449.22	38,079.78	434,544.32					
	(	23,680.41)	(	8,330.96)	(	22,156.30)			
AIRPORT (DEDUCTIONS)						7354	TAC HEBB	169,954.83		
						7355	AMERICAN GENERAL	37.29		
						7356	AIREVAC	18.00		
						7357	MASA	1,048.00		
R&B PCT #1 (DEDUCTIONS)	17,373.25	1,300.31	2,992.33	2,084.79	23,750.68	7358	LINA	47.25		
	(	1,300.31)	(	313.07)	(	1,216.13)	7359	PIC	26.40
						7360	COLO CO GENERAL FND	229.15		
R&B PCT #2 (DEDUCTIONS)	19,064.00	1,425.34	3,414.86	2,287.69	26,191.89		reimb for Jailor Courses			
	(	1,425.34)	(	432.08)	(	1,334.48)		Hernan Martinez	
R&B PCT #3 (DEDUCTIONS)	19,128.75	1,353.23	2,566.51	2,197.53	25,246.02		TEXAS CSDU	2,545.87		
	(	1,353.23)	(	1,347.86)	(	1,339.01)		TEXAS LIFE	654.62
							TRANSAMERICA	352.09		
							NACO	600.00		
R&B PCT #4 (DEDUCTIONS)	12,895.50	949.73	2,986.69	1,547.46	18,379.38		AFLAC	5,946.08		
	(	949.73)	(	337.70)	(	902.69)		TCDRS	137,522.00
							FEDL RESERVE BANK	93,402.23		
							DENTAL SELECT	183.53		
CO ATTY FORFEITURE (DEDUCTIONS)	167.50	12.75	0.00	20.07	200.32		VOYA	1,192.50		
	(	12.75)	(	0.00)	(	11.73)		GYM MEMBERSHIP	876.96
SECURITY FUND (DEDUCTIONS)	3,603.75	258.89	0.00	432.48	4,295.12		TOTAL SALARIES	280,974.71		
	(	258.89)	(	0.00)	(	252.26)		CKS (105503-105702)	
							Social Security	47,088.83		
							Medicare Tax	11,012.71		
HOT CHECK FUND (DEDUCTIONS)	0.00	0.00	0.00	0.00	0.00		FED WH	35,300.69		
	(	0.00)	(	0.00)	(	0.00)			93,402.23
CO. ATTY. SUPPLEMENTA (DEDUCTIONS)	921.50	70.20	0.00	110.59	1,102.29					
	(	70.20)	(	0.00)	(	64.51)		66,263.34	
							65,409.61			
TOTALS	392,489.34	29,050.68	65,409.61	46,760.39	533,710.02		131,672.95	86,855.76		
	(29,050.86)	(10,761.67)	(27,277.11)		10,827.23	50,666.24	
							10,761.67	137,522.00		
							153,261.85			
							CAD	11,423.78		
							GWD	2,569.44		
							RETIREE	2,699.76		
							COBRA			
							TAC INS	169,954.83		

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

**MONTHLY TRANSPORT REPORT
OCTOBER 2019**

MONTHLY COLLECTIONS:

\$ 139,856.33

YEAR TO DATE COLLECTIONS:

\$ 1,328,370.99

CALLS FOR OCTOBER 2019:

125 911 EMERGENCY
46 EMERGENCY TRANSFERS
18 NON-EMERGENCY TRANSFERS
76 NO TRANSPORTS
265 TOTAL

COLUMBUS

74 EMERGENCY
27 EMERGENCY TRANSFERS
10 NON-EMERGENCY TRANSFER
54 NO TRANSPORT
165 TOTAL

WEIMAR

24 EMERGENCY
10 EMERGENCY TRANSFER
3 NON-EMERGENCY TRANSFERS
9 NO TRANSPORT
46 TOTAL

EAGLE LAKE

27 EMERGENCY
9 EMERGENCY TRANSFER
5 NON-EMERGENCY TRANSFER
13 NO TRANSPORT
54 TOTAL

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

TRANSFER HISTORY FOR OCTOBER 2019

TRANSFER SENDING FACILITIES:

53 COLUMBUS COMMUNITY HOSPITAL
10 RICE MEDICAL CENTER
1 ST MARK'S, LA GRANGE

64 TOTAL TRANSFERS

64 TOTAL TRANSFERS IN OCTOBER 2019:

- 53 COLORADO COUNTY RESIDENTS
 - 1 AUSTIN COUNTY RESIDENTS
 - 1 BRAZORIA COUNTY RESIDENT
 - 5 FAYETTE COUNTY RESIDENTS
 - 1 FORT BEND COUNTY RESIDENT
 - 1 GALVESTON COUNTY RESIDENT
 - 1 VICTORIA COUNTY RESIDENT
 - 1 KENTUCKY RESIDENT
-
- 45 PATIENTS – MEDICARE
 - 7 PATIENTS – COMMERCIAL INSURANCE
 - 7 PATIENTS – MEDICAID
 - 5 PRIVATE PAY

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

Colorado County EMS

Account Analysis by Month (Date of Service Based)

Month	# of Trips	Gross Charges	Contractual Allowances	Net Charges	Rev Ads	Payments	Writeoffs	Refunds	Balance Due	Gross Chg / Trip	Net Chg / Trip	Cash Coll / Trip	Net Coll %
2018-11	179	281,676.77	110,257.28	171,419.49	72.70	108,632.92	57,796.75	432.34	5,349.46	1,573.61	957.65	604.47	63.1%
2018-12	206	343,273.41	128,771.47	214,501.94	-1,673.02	139,286.76	72,488.36	293.85	4,693.69	1,666.38	1,041.27	674.72	64.8%
2019-01	182	308,546.59	116,207.14	192,339.45	237.00	120,745.71	64,071.04	337.08	7,622.78	1,695.31	1,056.81	661.59	62.6%
2019-02	164	277,005.42	111,220.20	165,785.22	-0.73	101,795.33	54,105.08	1,645.77	11,531.31	1,689.06	1,010.89	610.67	60.4%
2019-03	235	364,792.92	148,519.87	216,273.05	76.71	134,238.48	52,235.82	1.12	29,723.16	1,552.31	920.31	571.22	62.1%
2019-04	222	349,991.63	138,726.86	211,264.77	0.00	125,748.34	67,602.77	0.00	17,913.66	1,576.54	951.64	566.43	59.5%
2019-05	240	397,072.43	148,262.04	248,810.39	-21.26	139,899.08	78,266.73	2,621.38	33,287.22	1,654.47	1,036.71	571.99	55.2%
2019-06	219	386,409.02	124,972.34	261,436.68	0.00	132,081.63	46,937.35	123.60	82,541.30	1,764.42	1,193.77	602.55	50.5%
2019-07	229	368,864.90	119,941.50	278,923.40	0.00	119,581.12	2,589.85	0.00	156,752.43	1,741.77	1,218.01	522.18	42.9%
2019-08	225	386,026.23	112,400.48	273,625.74	-0.10	115,080.21	9,843.70	0.00	148,721.93	1,715.67	1,216.11	511.38	42.1%
2019-09	240	403,424.73	126,486.19	276,938.54	0.00	97,585.03	0.00	0.00	179,353.51	1,680.94	1,153.81	406.60	35.2%
2019-10	136	224,554.57	10,992.85	213,561.72	0.00	13,060.96	0.00	0.00	200,500.76	1,651.14	1,570.31	96.04	6.1%
Total	2,477	4,121,638.62	1,396,758.23	2,724,880.39	-1,308.70	1,347,715.57	505,937.45	5,455.14	877,991.21	1,663.96	1,100.07	541.89	49.3%

Prepared by: EMS Management & Consultants, Inc. Printed on: 1/15/2019 at 9:29:08AM

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

Colorado County EMS

Account Analysis by Month and Payor Type (Date of Service Based)

Month	# of Trips	Gross Charges	Contractual Allowances	Net Charges	Rev Adjs	Payments	Writeoffs	Refunds	Balance	Gross Chg / Trip	Net Chg Cash Coll / Trip	Net Coll %	
Medicare													
2018-11	99	151,321.70	81,487.06	69,834.64	25.63	64,881.82	4,888.32	138.49	177.36	1,528.50	705.40	653.97	92.7%
2018-12	108	174,903.60	93,714.02	81,189.58	0.00	75,434.86	5,754.72	0.00	0.00	1,650.03	765.94	711.65	92.8%
2019-01	78	127,481.04	67,794.52	59,686.52	0.00	55,967.98	3,882.97	253.53	89.10	1,634.37	765.21	714.29	93.3%
2019-02	83	139,753.26	76,089.91	63,663.35	0.00	63,155.92	1,666.28	1,289.63	130.78	1,683.77	767.03	745.38	97.2%
2019-03	106	159,484.80	86,051.02	73,433.78	62.47	71,081.93	2,290.50	1.12	0.00	1,504.57	692.77	670.57	96.8%
2019-04	119	178,440.53	95,756.74	82,683.79	0.00	78,918.43	3,393.66	0.00	371.70	1,499.50	694.82	663.18	95.4%
2019-05	117	176,294.90	95,550.86	80,744.04	0.00	79,911.03	1,805.97	2,621.38	1,648.42	1,506.79	690.12	660.60	95.7%
2019-06	105	156,958.74	82,834.62	74,124.12	0.00	68,034.49	743.74	0.00	13,123.13	1,573.38	705.94	646.77	91.6%
2019-07	89	140,030.80	68,545.78	71,485.02	0.00	58,361.89	0.00	0.00	0.00	1,554.27	803.20	655.75	81.6%
2019-08	106	164,752.90	80,168.77	84,584.13	-0.10	66,592.91	0.00	0.00	17,991.32	1,549.39	797.96	628.24	78.7%
2019-09	106	164,235.10	81,032.88	83,202.22	0.00	59,108.03	0.00	0.00	24,094.19	1,487.69	784.93	557.62	71.0%
2019-10	69	102,650.67	8,577.67	94,073.00	0.00	5,536.69	0.00	0.00	88,536.31	1,487.69	1,363.38	80.24	5.9%
Ttl Medicare	1,183	1,836,306.04	917,603.85	918,704.19	88.00	746,985.98	24,426.16	4,427.75	151,631.80	1,552.25	776.59	627.69	80.8%
Medicaid													
2018-11	1	1,901.00	1,411.14	489.86	0.00	489.86	0.00	0.00	0.00	1,901.00	489.86	489.86	100.0%
2018-12	1	1,421.00	0.00	1,421.00	0.00	0.00	1,421.00	0.00	0.00	1,421.00	1,421.00	0.00	0.0%
2019-01	4	6,039.00	2,461.72	3,577.28	0.00	777.78	2,799.50	0.00	0.00	1,509.75	894.32	194.45	21.7%
2019-02	4	7,183.50	4,417.36	2,766.14	0.00	1,517.14	0.00	0.00	1,249.00	1,795.88	691.54	379.29	54.8%
2019-03	5	7,379.00	5,520.80	1,858.20	0.00	1,858.20	0.00	0.00	0.00	1,475.80	371.64	100.0%	100.0%
2019-04	3	5,872.00	4,371.09	1,500.91	0.00	1,500.91	0.00	0.00	0.00	1,957.33	500.30	500.30	100.0%
2019-05	4	7,505.50	5,364.01	2,141.49	0.00	1,941.49	0.00	0.00	200.00	1,876.38	535.37	485.37	90.7%
2019-06	6	12,599.75	5,675.46	6,924.29	0.00	2,038.29	2,799.50	0.00	2,096.50	2,099.96	1,154.05	338.72	29.4%
2019-07	3	6,068.00	4,520.09	1,547.91	0.00	1,547.91	0.00	0.00	0.00	2,022.67	515.97	515.97	100.0%
2019-08	3	3,839.00	2,954.36	884.64	0.00	884.64	0.00	0.00	0.00	1,279.67	294.88	294.88	100.0%
2019-09	3	4,284.50	2,100.01	2,184.49	0.00	669.99	0.00	0.00	1,524.50	1,428.17	728.16	220.00	30.2%
2019-10	1	2,520.00	0.00	2,520.00	0.00	0.00	0.00	0.00	2,520.00	2,520.00	2,520.00	0.00	0.0%
Ttl Medicaid	38	66,612.25	38,796.04	27,816.21	0.00	13,216.21	7,020.00	0.00	7,560.00	1,752.95	732.01	347.80	47.5%

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

Colorado County EMS

Account Analysis by Month and Payor Type (Date of Service Based)

Month	# of Trips	Gross Charges	Contractual Allowances	Net Charges	Rev Adjs	Payments	Writeoffs	Refunds	Balance	Gross Chrg / Trip	Net Chrg / Trip	Cash Coll / Trip	Net Coll %
Insurance													
2018-11	59	96,431.67	27,359.08	69,072.59	47.07	42,030.94	22,116.33	293.85	5,172.10	1,634.44	1,170.72	707.41	60.4%
2018-12	70	112,765.56	35,057.45	77,698.11	-2,086.48	62,188.08	13,196.67	293.85	4,693.69	1,610.79	1,109.97	884.20	79.7%
2019-01	72	124,784.49	45,950.90	78,813.59	232.80	60,974.05	10,266.61	83.55	7,493.68	1,732.84	1,094.63	845.70	77.3%
2019-02	48	76,662.55	28,276.73	48,375.82	-0.73	30,434.22	11,038.38	356.14	7,260.09	1,596.93	1,007.83	626.63	62.2%
2019-03	99	150,839.36	56,948.05	93,891.31	14.24	58,864.21	12,566.17	0.00	22,466.69	1,523.63	948.40	594.59	62.7%
2019-04	67	99,032.82	37,162.71	61,870.11	0.00	42,241.38	7,099.71	0.00	12,529.02	1,478.10	923.43	630.47	68.3%
2019-05	80	133,059.34	47,347.17	85,712.17	-21.26	54,795.84	12,063.81	0.00	18,883.78	1,663.24	1,071.40	684.95	63.9%
2019-06	69	128,804.32	36,462.26	92,342.06	0.00	62,008.85	3,352.09	0.00	26,981.12	1,866.73	1,338.29	898.68	67.2%
2019-07	90	156,296.00	46,875.63	111,420.37	0.00	59,571.32	0.00	0.00	51,849.05	1,758.84	1,238.00	661.90	53.5%
2019-08	84	149,658.72	29,277.36	120,381.36	0.00	47,562.66	0.00	0.00	72,798.70	1,781.65	1,433.11	566.46	39.5%
2019-09	89	147,595.84	43,353.30	104,242.54	0.00	37,817.01	0.00	0.00	66,425.53	1,658.38	1,171.26	424.91	36.3%
2019-10	46	79,565.82	2,415.18	77,140.64	0.00	7,524.27	0.00	0.00	69,616.37	1,729.47	1,676.97	163.57	9.8%
Ttl Insurance	873	1,457,446.49	436,485.82	1,020,960.67	-1,814.36	566,032.83	91,669.77	1,027.39	366,089.82	1,668.47	1,169.49	647.20	55.3%
Bill Patient													
2018-11	20	32,022.40	0.00	32,022.40	0.00	1,230.30	30,792.10	0.00	0.00	1,601.12	1,601.12	61.52	3.8%
2018-12	29	54,193.25	0.00	54,193.25	413.46	1,663.82	52,115.97	0.00	0.00	1,868.73	1,868.73	57.37	3.1%
2019-01	28	50,262.06	0.00	50,262.06	4.20	3,025.90	47,131.96	0.00	100.00	1,795.07	1,795.07	108.07	6.0%
2019-02	29	53,416.11	2,436.20	50,979.91	0.00	6,688.05	41,400.42	0.00	2,891.44	1,841.93	1,757.93	230.62	13.1%
2019-03	25	47,089.76	0.00	47,089.76	0.00	2,434.14	37,389.15	0.00	7,266.47	1,883.59	1,883.59	97.37	5.2%
2019-04	33	66,646.28	1,436.32	65,209.96	0.00	3,087.62	57,109.40	0.00	5,012.94	2,019.58	1,976.06	93.56	4.7%
2019-05	39	80,212.89	0.00	80,212.89	0.00	3,250.72	64,406.95	0.00	12,555.02	2,056.74	2,056.74	83.35	4.1%
2019-06	39	88,046.21	0.00	88,046.21	0.00	0.00	40,042.02	0.00	48,004.19	2,257.60	2,257.60	0.00	0.0%
2019-07	47	94,470.10	0.00	94,470.10	0.00	100.00	2,589.85	0.00	91,780.25	2,010.00	2,010.00	2.13	0.1%
2019-08	32	67,775.61	0.00	67,775.61	0.00	0.00	9,843.70	0.00	57,931.91	2,117.99	2,117.99	0.00	0.0%
2019-09	42	87,309.29	0.00	87,309.29	0.00	0.00	0.00	0.00	87,309.29	2,078.79	2,078.79	0.00	0.0%
2019-10	20	39,828.08	0.00	39,828.08	0.00	0.00	0.00	0.00	39,828.08	1,991.40	1,991.40	0.00	0.0%
Ttl Bill Patient	383	761,271.84	3,872.52	757,399.32	417.66	21,480.55	382,821.52	0.00	352,679.59	1,987.65	1,977.54	56.08	2.8%

Printed on: 11/15/2019 at 8:31:18AM

Prepared by: EMS Management & Consultants, Inc.

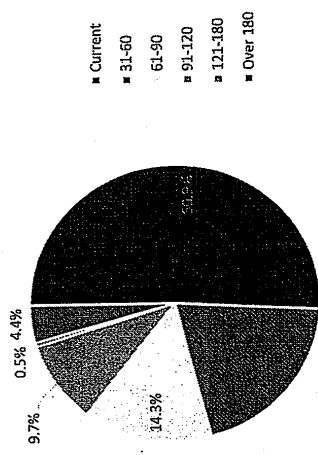
**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

Colorado County EMS

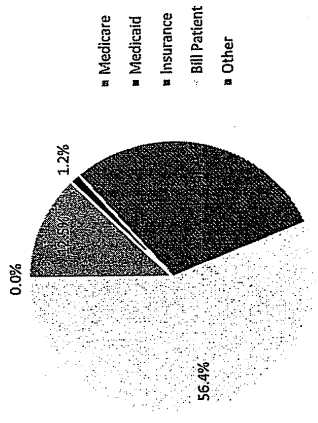
Account Receivables Aging by Current Payor Report (Aging DateBased)
For Accounting Period Ended: October 31, 2019

Current Payor	Current	31-60	61-90	91-120	121-180	Over 180	Total
Medicare	96,357.01	4,710.10	6,854.90	4,611.10	-	5,580.10	118,113.21
Medicaid	8,166.80	2,488.72	(340.62)	-	-	1,249.00	11,563.90
Insurance	178,556.70	63,650.81	11,996.04	1,109.97	2,156.90	25,670.02	283,140.44
Bill Patient	199,079.44	119,443.91	117,092.92	86,224.09	2,722.14	9,050.88	533,613.38
Other							
Total	482,159.95	190,293.54	135,603.24	91,945.16	4,879.04	41,550.00	946,430.93

AR Aging Percent



AR by Current Payor Category



Prepared by: EMS Management & Consultants, Inc.

Printed On: 11/5/2019 9:51

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

Colorado County EMS

Accounts Receivables Reconciliation Report

For accounting period ended: October 31, 2019

Month	Beginning A/R	Revenue Billed	Contractual Allowances	Net Charges	Rev Adjs	Payments	Write-offs	Refunds	Ending A/R
2019-01	826,773.63	360,514.28	105,229.69	255,284.59	624.92	112,181.78	87,019.73	(863.94)	883,095.73
2019-02	883,095.73	212,094.03	114,572.10	97,521.93	65.24	116,867.11	72,175.88	(559.25)	792,068.68
2019-03	792,068.68	308,664.25	113,086.89	195,577.36	(740.45)	112,597.82	67,145.80	(139.83)	808,782.70
2019-04	808,782.70	313,252.09	130,280.11	182,971.98	412.70	131,079.62	88,206.16		772,056.20
2019-05	772,056.20	601,302.16	147,341.05	453,961.11	(851.05)	139,239.95	61,235.36	(1,260.76)	1,027,653.81
2019-06	1,027,653.81	352,165.77	168,901.53	183,264.24	584.41	169,948.30	68,941.17	(167.36)	971,611.53
2019-07	971,611.53	395,432.00	168,086.10	227,345.90	431.17	168,216.24	61,731.79	(1,980.15)	970,558.38
2019-08	970,558.38	390,220.83	116,987.46	273,233.37	(347.32)	142,479.39	52,580.37	(773.59)	1,049,852.90
2019-09	1,049,852.90	328,580.26	119,063.90	209,516.36	352.70	122,755.37	128,253.95	(2,487.93)	1,010,495.17
2019-10	1,010,495.17	307,103.46	150,109.57	156,993.89	1,441.82	147,058.36	72,986.37	(428.42)	946,430.93
PY19 Tot	826,773.63	3,569,329.13	1,333,658.40	2,235,670.73	1,974.14	1,362,423.94	760,276.58	(8,661.23)	946,430.93

The Accounts Receivable Reconciliation Report provides a reconciliation of the beginning and ending AR balance. The numbers on this report reflect the transactions that took place during the accounting period (ie: month) regardless of the date of service of an account (trip). This report can be thought of as the "checking account" report.

Prepared by: EMS Management & Consultants, Inc.

Printed On:

11/5/19 3:07 PM

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019

**COLORADO
COUNTY**

**INDIGENT
HEALTH CARE**

***NOVEMBER
2019***

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**



Form 105

**COUNTY INDIGENT HEALTH CARE PROGRAM
MONTHLY FINANCIAL REPORT**

County Name Colorado Co. Indigent Report for (Month/Year) 11/2019
or
Amendment of the Report for (Month/Year)

I. REIMBURSABLE EXPENDITURES during This Report Month

Physician Services	1.	\$604.68	
Prescription Drugs	2.	\$542.38	
Hospital, Inpatient Services	3.	\$0.00	
Hospital, Outpatient Services	4.	\$5,278.82	
Laboratory/X-Ray Services	5.	\$86.57	
Skilled Nursing Facility Services	6.	\$0.00	
Family Planning Services	7.	\$0.00	
Rural Health Clinic Services	8.	\$440.96	
State Hospital Contracts	9.	\$0.00	
Optional Health Care Services	10.	\$0.00	
Amount of Intergovernmental Transfer	11.		
Total Expenditures (Add #1 through #11.)			12. \$6,953.41
Reimbursements Received (Do not include State Assistance.)	13. (	\$0.00)	
6% Eligibility System Review Findings (\$ in error)	14. ()	
Total to be Deducted (Add #13 + #14.)			15. (\$0.00)
Applied to State Assistance Eligibility/Reimbursement (#12 minus #15)			16. \$6,953.41

II. EXPENDITURE TRACKING for State Assistance Funds Eligibility/Reimbursement

TOTAL EXPENDITURES for Current State Fiscal Year (9/1 - 8/31) \$	<u>15,007.31</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>

Jessie B. [Signature]

Signature of Person Submitting Form 105

11/21/2019

Date

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019

**Colorado County Indigent Health Care
Courthouse Annex
318 Spring Street, #111
Columbus, Texas 78934**

December, 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
Kendric Thompson**

DENIED DUE TO CHANGE :

DENIED APPLICATIONS:

APPROVED APPLICATIONS:

APPLICATIONS PENDING [DISABILITY/SSI]:

(Approved SSI w/Medicaid) Leigh Ann Bingham

(Income)

(Moved) Roberto Alonso

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

_16. Announcements (without discussion and no action) by elected officials/department heads.

Joyce Guthmann, County Treasurer wished everyone a good Thanksgiving.

Raymie Kana, County Auditor reported Mr. Howell informed there were (6) bidders, Frost Bank interest rate was 2.23%.

Commissioner Wessels wishing everyone a happy and safe Thanksgiving.

Judge Prause wishing everyone a happy Thanksgiving.

Commissioner Gertson wishing everyone a happy Thanksgiving and hoping for FEMA Grant money in near future.

_17. 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.

_18. Adjourn.

Motion by Judge Prause to adjourn; seconded by Commissioner Wessels.

An audio recording of this meeting of November 25, 2019 is available in the County Clerk's Office.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 25, 2019**

Minutes were taken and prepared by Kimberly Menke, County Clerk on the 25th day of November, 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 25th day of November, 2019.

Given under my hand and official seal of office this date November 25, 2019.

