



COMMISSIONER'S COURT MINUTES
OCTOBER 3RD REGULAR TERM, A.D. 2018

1. CALL TO ORDER.
2. DETERMINATION THAT A QUORUM IS PRESENT:

BE IT REMEMBERED that on this the 3RD day of October A.D. 2018 at 9:00 o'clock A.M., after due notice was given by posting of the attached Agenda; the Honorable Val Verde County Commissioners' Court convened in **REGULAR SESSION**. The meeting was called to order, the following members being present and constituted a quorum: Efrain V. Valdez, County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Lewis Owens, Commissioner of Precinct No. 2; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4; and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

3. Pledge of Allegiance.

PUBLIC HEARING
OCTOBER 3, 2018 AT 9:00 A.M.
OLD COUNTY COURT AT LAW BUILDING
207 E. LOSOYA ST.
DEL RIO, TEXAS

4. First public hearing on the Proposed Tax Rate for FY 2018-2019.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A								

5. Open hearing. 9:00 A.M.
6. Close hearing. 9:01 A.M.

MOTION KEY:
 EFRAIN V VALDEZ= EVV
 COMM WARDLAW=W
 COMM OWENS=O
 COMM NETTLETON=N
 COMM FLORES= F

QUORUM

COUNTY JUDGE

_____ Judge's Staff

_____ Judge's Staff

COMM. PRCT# 1

COMM. PRCT# 2

COMM. PRCT# 3

COMM. PRCT# 4

ATTENDING

COUNTY STAFF/DEPTS:

COUNTY ATTY

JASON COUNTY ATTY STAFF

_____ DISTRICT ATTY

_____ DISTRICT CLERK

_____ IT

SHERIFF

_____ SHERIFF'S STAFF

AUDITOR

TREASURER

PURCHASING

HR

_____ TAX COLLECTOR

RISK MGMT

_____ FIRE DEPT

_____ EMERGENCY MGMT

_____ JP #1

_____ JP #2

_____ JP #3

_____ JP #4

OTHER _____

Constable Steve Berg & Constable Gerardo Hernandez

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

7. Approval of minutes from previous meetings.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				None.				

-
- 1) _____
 - 2) None
 - 3) _____
-

8. Citizens'

NOTICE IS HEREBY GIVEN TO THE PUBLIC THAT THE FOLLOWING ITEMS WILL BE DISCUSSED AND POSSIBLE ACTION MAY BE TAKEN BY THE VAL VERDE COUNTY COMMISSIONERS COURT:

Efrain Valdez, County Judge

9. Discussion and possible action on TxCDBG 7218075 Draw #2 requesting \$4,125.00 for TRC Engineers Invoice No. 55746 and authorize County Judge & County Auditor to sign.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-528	N	F		Motion to approve.		O, N, F, EVV		

10. Discussion and possible action on the lease agreement between the Val Verde County Fairgrounds and the Del Rio 4x4 mud racing. (October 20, 2018).

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-529	N	F		Motion to approve.		O, N, F, EVV		

11. Discussion and possible action on resolution regarding the City of Del Rio Nutrition & Social Services for the Elderly-Texas Department of Agriculture "Grant Texans Feeding Texans."

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-530	N	O		Motion to approve.		O, N, F, EVV		

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

12. Discussion and possible action on proclamation designating April as Fair Housing Month.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-531	N	F		Motion to approve.		O, N, F, EVV		

13. Discussion and possible action on report item on the Project Completion Report of Colonia Self-Help Center Contact No. 7214013 and request for County Judge's signature on the report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-532	N	F		Motion to approve.		O, N, F, EVV		

14. Discussion and possible action on allocating the salaries for the Veterans Service Office van drivers to the Veterans Service Office for FY 2018-19.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-533	F	N		Motion to approve.		O, N, F, EVV		

Martin Wardlaw, County Commissioners Pct. 1

15. Discussion and possible action regarding correspondence from TCEQ about Escondido waterlines being placed into service.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Letter given to Judge.				

16. Discussion and consideration asking County Judge to present a request to the City of Del Rio to collect on each water connection in Escondido Estates a rate of \$10 a month for 10 years to assist with expenses incurred by the County for installation of water lines.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-534	N	F		Motion to approve.		N, F, EVV	O	

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

Lewis G. Owens Jr., County Commissioner Pct.2

17. Discussion and possible action regarding award of bid to MGB Construction Inc. in the amount of \$183,515.00 for TxCDBG 7216075 Paisano Road Booster Station project and authorize County Judge to execute construction contract upon review by County Attorney.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-535	O	N		Motion to approve.		O, N, F, EVV		

Gustavo Flores, County Commissioner Pct. 4

18. Discussion and possible action regarding correspondence from Pam Wozniak, TDA Environmental Specialist regarding authorization for Val Verde County to use Texas Community Development Block Grant funds in the amount of \$350,000.00 for the Ridgeline water improvement project.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-536	F	O		Motion to approve.		O, N, F, EVV		

Rogelio Musquiz, Jr., Purchasing Agent

19. Discussion and possible action regarding the correction of agenda item #24 of the September 19th, 2018 meeting changing the copier service contract from Judge Barrera to Judge Faz.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-537	O	N		Motion to approve.		O, N, F, EVV		

20. Discussion and possible action regarding the renewal of the Lexis-Nexis Subscription Agreement for execution of same.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-538	O	N		Motion to approve for County Attorney's office.		O, N, F, EVV		

21. Discussion and possible action regarding the County Library's office copier service contracts.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-539	N	F		Motion to approve Xerox \$175.87 a month.		O, N, F, EVV		

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Michael Bagley, District Attorney

22. Discussion and possible action requesting approval for a Val Verde County credit card for Jessica Shawver-Savino, Assistant District Attorney BPU for traveling purposes.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-540	O	N		Motion to approve.		O, N, F, EVV		

23. Discussion and possible action requesting that Commissioner's Court allow the BPU Grant be amended to reflect Investigator Steven Gallegos's salary be increased for FY Budget 2018-2019 to \$51,500.00 per year as is the allowable amount for this position effective Monday, October 1, 2018.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-541	N	F		Motion to approve. (grant funded.)		O, N, F, EVV		

Joe Frank Martinez, County Sheriff

24. Discussion and possible action authorizing Sheriff Joe Frank Martinez to sign an Interlocal Cooperation Contract between the Texas Department of Public Safety and the Val Verde County Sheriff Office.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-542	N	F		Motion to approve.		O, N, F, EVV		

Aaron Rodriguez, County Treasurer

25. Monthly Treasurer's Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Preliminary report only.				

Juanita Barrera, County HR Director

26. HR Monthly Report from: September 20, 2018 through September 30, 2018

- A. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Marisi DeHoyos, State Records Clerk, with an annual salary of \$21,450.00, effective September 18, 2018. Ms. DeHoyos is being transferred from Receptionist to fill vacancy left by Natalie Sanchez who resigned.

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

B. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Lee Jenkins, Telecommunicator, with an annual salary of \$24,000.00, effective September 20, 2018. Mr. Jenkins is replacing Victoria Hernandez who resigned.

C. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Elizabeth Salinas, Telecommunicator, with an annual salary of \$24,000.00, effective September 21, 2018. Ms. Salinas is replacing Marisi DeHoyos who was transferred.

D. Lewis Owens, Commissioner Pct. 2, requesting to stop the issuance of checks to Gerardo Salinas, Driver, effective September 24, 2018. Mr. Salinas resigned

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-543	N	O		Motion to approve.		O, N, F, EVV		

Matthew Weingardt, County Auditor

27. Monthly County Auditor's Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-544	N	F		Motion to approve.		O, N, F, EVV		

28. Discussion and possible action for payment approval for invoices that did not comply with the purchasing policy.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-545	N	O		Motion to approve.		O, N, F, EVV		

29. Discussion and possible action to approve Modification 1 of the U.S Department of Justice United States Marshals Service agreement and authorize County Judge to sign.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-546	N	O		Motion to approve.		O, N, F, EVV		

30. Discussion and possible action to approve the Amendment of Solicitation/Modification for ICE Detention Compliance Removals Division contract.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-547	N	F		Motion to approve.		O, N, F, EVV		

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Ana Markowski Smith, County Attorney

Executive Session items that may result in action in open session thereafter:

- 31. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(2), consultation which is governed by the attorney/client privilege and possible action in open session thereafter.

EXECUTIVE SESSION: _____ §551.071(1) (A) _____ §551.071(1) (A) _____ §551.071(2) _X____ §551.071(1) (B) _____ 551.072 _____
OTHER _____ BEGAN @ 9:16 am _____ ENDED @ _____ BREAK @ _____ RESUMED @ _____ _____ ACTION AFTER EX: _____

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				None.				

Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in an executive session by publicly announcing the applicable section number of the Open Meetings Act (Chapter 551 of the Texas Government Code) that justifies executive session treatment.

- 32. Approve subdivision plats.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-548	N	O		Motion to approve.		O, N, F, EVV		

- 33. Approve Certificates of Compliance.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				None.				

- 34. Approve monthly reports from elected officials.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-549	N	O		Motion to approve		O, N, F, EVV		

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35. Approve bills for payment.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-550	F	N		Motion to approve		O, N, F, EVV		
		F		to add probation bills.				

36. County Judge's comments.

37. Adjourn.

The foregoing, recorded in Volume 52, pages 14-408, inclusive, was on this the 9th day of January A.D. 2018, read and is hereby **APPROVED**.

Respectfully submitted,

Lewis G. Owens Jr.
 Lewis G. Owens Jr., County Judge
 Val Verde County, Texas



ATTEST:

Generosa Gracia-Ramon
 GENEROSA GRACIA-RAMON
 COUNTY CLERK

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

County of Val Verde



Efrain V. Valdez
County Judge

Del Rio, TX 78840
Email: evaldez@valverdecountry.org

Phone (830) 774-7501
Fax (830) 775-9406

AGENDA/NOTICE
VAL VERDE COUNTY COMMISSIONERS COURT
OCTOBER 3, 2018 REGULAR TERM

Old County Court at Law
207 B East Losoya Street
Del Rio, TX 78840

October 3, 2018 at 9:00am

1. Call to order.
2. Determination that a quorum is present.
3. Pledge of allegiance.

PUBLIC HEARING
OCTOBER 3, 2018 AT 9:00 A.M.
OLD COUNTY COURT AT LAW BUILDING 207 E. LOSOYA ST.
DEL RIO, TEXAS

4. A public hearing regarding the re-plat of lots A-1 & A-2 Feather Addition into lots A-1, A-2, A-3 and A-4.
5. Open hearing.
6. Close hearing.

7. Approval of minutes from previous meetings.

8. Citizens' Comments.

NOTICE IS HEREBY GIVEN TO THE PUBLIC THAT THE FOLLOWING ITEMS WILL BE DISCUSSED AND POSSIBLE ACTION MAY BE TAKEN BY THE VAL VERDE COUNTY COMMISSIONERS COURT:

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Ana Markowski Smith, County Attorney

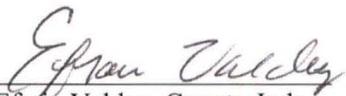
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32. Approve subdivision plats.
33. Approve Certificates of Compliance.
34. Approve monthly reports from elected officials.
35. Approve bills for payment.
36. County Judge's comments.
37. Adjourn.

Our next Regular Commissioners Court Meeting will be October 17, 2018 @ 9:00 a.m.; **Agenda Items are due Friday, October 12, 2018 @ 12: 00 noon.**


Efram Valdez, County Judge
Val Verde County, Texas

**THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON
SEPTEMBER 28, 2018: AT 4:28 PM**

FILED
2018 SEP 28 P 4: 28
GENEROSA BRACIA-RANON
VAL VERDE COUNTY CLERK
BY AVH DEPUTY

P.O. Box 4250 • Del Rio, TX 78841

CERTIFICATION

I, the undersigned County Clerk, do hereby certify that the attached **AGENDA/NOTICE/ ADDENDUM** of the Val Verde County Commissioner's Court is a true and correct copy of the **AGENDA/NOTICE/ADDENDUM** received for filing by the County Clerk from the Val Verde County Judge on the 28th day of September, 2018 at 4:28 o'clock P. M. and recorded in the minutes of the Val Verde County Commissioner's Court.



**Generosa Gracia-Ramon
Val Verde County Clerk**



TxCDBG Request for Payment

#9

A203

Grant Recipient: Val Verde County

Contract No: 7218075

Request #: Draw 2

Activity Number	Current Budget	This Request	Total Drawn	Balance	% Remaining
Match 03J	\$ 25,000.00	\$ -	\$ -	\$25,000.00	100.00%
Construction 03J	\$ 339,000.00	\$ -	\$ -	\$339,000.00	100.00%
Engineering 03J	\$ 83,200.00	\$ (4,125.00)	\$ (16,875.00)	\$66,325.00	79.72%
Construction 14A	\$ 24,000.00	\$ -	\$ -	\$24,000.00	100.00%
Engineering 14A	\$ 3,800.00	\$ -	\$ -	\$3,800.00	100.00%
Admin 21A	\$ 50,000.00	\$ -	\$ -	\$50,000.00	100.00%
Totals:	\$ 500,000.00	\$ (4,125.00)	\$ (16,875.00)	\$483,125.00	

Progress Report	Actual Date	Exhibit C Date	Revised Date	Month Diff.
Contract Start Date:		4/23/2018		
All Professional Services Contracts Awarded:	7/10/2017	6/23/2018		-11.6
4-month Conference Call:	4/24/2018	8/23/2018		-4.0
Plans and Specs Completed/Approved by Locality:		10/23/2018		
Environmental Review Submitted:	8/8/2018	10/23/2018		-2.5
All pre-construction Special Conditions cleared:		12/23/2018		
Construction Start:		1/23/2019		
50% of TxCDBG funds obligated:		1/23/2019		
Construction 50% Complete:		6/23/2019		
Construction 75% Complete:		9/23/2019		
Construction 90% Complete:		11/23/2019		
Construction & Final Inspection Completed:		12/23/2019		
End Date:		4/21/2020		
Project Completion Report Submitted:		6/20/2020		

Remarks / Comments:
 Requesting \$4,125 for Engineering Fees. Val Verde County has received the Authority to Use Grant Funds. Project is ahead of schedule.

Period Covered:	6/14/2018	to	8/24/2018	If outside contract period, select:
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ALL EXPENDITURES RELATED TO THIS CONTRACT MUST BE CONSISTENT WITH THE UNIFORM GRANT AND CONTRACT MANAGEMENT ACT, CHAPTER 783 OF THE TEXAS GOVERNMENT CODE AND 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, FINAL GUIDANCE.

CERTIFICATION: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Efrain Valdez	County Judge	<i>Efrain Valdez</i>	10/3/18
Name of 1st Authorized Signatory	Title	Signature of Authorized Official	Date
Matthew Weingardt	County Auditor	<i>Matthew Weingardt</i>	10/3/18
Name of 2nd Authorized Signatory	Title	Signature of Authorized Official	Date

COPY

#9



14 Gabriel Drive
Augusta, ME 04330
207-620-3800

INVOICE

PLEASE REMIT TO:
TRC Lockbox
P. O. Box 536282
Pittsburgh, PA 15253-5904

Val Verde County
400 Pecan Street
1st Floor
Del Rio, TX 78840

September 27, 2018
Project No: 285593.0000.0000
Invoice No: 55746
Project Manager Stephen Niemann

Project 285593.0000.0000 Val Verde County RDRL, Escondido, San Felipe Water Lines CDBG 7218075

Professional Services through August 24, 2018

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Completion of Preliminary Eng Plans&Spec	16,500.00	75.00	12,375.00	8,250.00	4,125.00
Completion of Final Plans, Specs, Bid Ad	24,750.00	0.00	0.00	0.00	0.00
Start of Construction	28,875.00	0.00	0.00	0.00	0.00
Completion of All Interim & Final Inspec	4,125.00	0.00	0.00	0.00	0.00
Completion of Record Drawing	4,125.00	0.00	0.00	0.00	0.00
TXCDBG Closeout Requirements	4,125.00	0.00	0.00	0.00	0.00
Special Services	4,500.00	100.00	4,500.00	4,500.00	0.00
Total Fee	87,000.00		16,875.00	12,750.00	4,125.00
Total Fee					4,125.00
Total this Invoice					4,125.00

Email invoice to Carl Esser at carl.esser@hotmail.com

#10

VAL VERDE COUNTY FAIRGROUNDS LEASE AGREEMENT

This Agreement is entered into by and between the County of Val Verde ("Lessor"), acting herein by and through its County Judge as authorized agent for Lessor (**Mud Racing**) ("Lessee") acting by and through its agent, Del Rio 4x4 Mud racing and Mr. Luis Flores for the lease of premises more commonly known as the Val Verde County Fairgrounds. For and in consideration of the mutual promises hereinafter set out to be kept and performed, the parties hereby agree to the following terms and conditions:

1. Terms of Lease: This lease shall commence on dates as follow: October 20, 2018, at 3:00 PM for use of the office located at the Val Verde County Fairgrounds.
2. Description of Property: The following building(s) and area(s) located on the Val Verde County Fairgrounds are to be leased beginning on Saturday on 10/20/2018 and ends on Sunday, October 21, 2018.

- | | |
|---------------------|--------------------|
| Large Arena | Grandstands |
| Pavilion | Parking Lot(s) |
| Racetrack | Restrooms |
| Concessions Stands* | Fairgrounds Office |
| Small roping arena | |

*There will be no glass bottles permitted at the concessions stands.

3. Consideration: Lessee shall pay to the County of Val Verde as consideration for the use of the fairgrounds, the amount of \$ **250.00** per event day, payable when the contract is executed. In addition, a deposit in the amount of **\$500** shall be paid at the time and in accordance with the terms specified in paragraph 9 of this lease agreement. No other fees or payments are authorized unless specifically set out in the Lease Agreement.
4. Cancellation: The following amount will be refunded if Lessee seeks to cancel this Lease Agreement. This notice of cancellation must be made in writing and delivered to the Val Verde County Judge.

If notice is received 45 days or more prior to event - 100% refund
 If notice is received 45 days to 20 days prior to event - 50% refund
 If notice is received less than 20 days prior to event - 0% refund

5. Deposit Refund: The deposit paid by Lessee shall be refunded to Lessee by Lessor within 10 days after Lessee and Lessor's agent inspected the property and determined that it is unacceptable condition an after Lessor's

#10

agent has determined that all costs of utilities (or clean up fees as specified in paragraph 9 of this lease) have been paid. Appropriate amounts shall be deducted for damages to the premises, as well as for nonpayment of utilities. These deductions shall be specified in writing and delivered to Lessee on or before the date the deposit refund is due.

6. Inspection of Property: Lessee shall inspect the property prior to the execution of this Lease Agreement to determine if the property is acceptable and suited for its intended use. By executing this Lease Agreement, Lessee acknowledges that the property has been inspected and is suitable for its intended use in its current condition.
7. Equipment: Lessor shall not provide any equipment to Lessee. Lessor shall prepare the arena for use by Lessee on 10/20/2018. This does not include set up for event. Lessee shall inspect the arena to determine if it is satisfactory for its intended use. Thereafter, it shall be the Lessee's sole responsibility to maintain the arena for its intended use during the lease term.
8. Utilities: Lessee shall be solely responsible for the payment of utilities (water/electricity) during the lease term.
9. Clean-up: Lessee and Lessor acknowledge that Lessee has the option to clean up the facilities.

In the event Lessor is responsible for clean-up, Lessee shall deliver to Lessor a \$500 deposit/clean up fee along with written confirmation that he is exercising the option of having Lessor clean up the premises. Lessor warrants that there will be a cleanup crew after every performance and that clean up shall be accomplished prior to each performance.

In the event Lessee is responsible for clean up, Lessee shall deliver to Lessor a \$500 deposit along with written confirmation that he is exercising the option of cleaning up the premises. Lessor shall inspect the premises on a date as specified in opportunity to correct any clean up problems as indicated by Lessor or Lessor's agent prior to the expiration of the lease term.

10. Security: Uniformed security officers shall be provided by Lessee at Lessee's expense for the event period beginning at 7:00 a.m. on October 20, 2018. Lessee shall coordinate with the Val Verde County Sheriff to ensure that the Fairgrounds Rules relating to security are followed.
11. Insurance: Lessee shall at all times maintain in full force and effect an insurance policy that names the County of Val Verde as additional insured and protects the parties against any and all liability arising out of any

#10

injury, including injuries to persons and property, which may occur on the premises described herein or which may result from any use connected with such premises. Lessee shall furnish to Lessor at the time this lease is executed, an appropriate certificate of insurance showing thereon the effective dates of the policy, the amounts of the policy, the insurer, the named insured and any other pertinent matters.

12. **INDEMNIFICATION:** LESSEE SHALL AND DOES HEREBY FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS SUCCESSORS, ASSIGNS, AGENTS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, INJURY, DEMANDS, SUITS, ACTIONS, CLAIMS, PROCEEDINGS, DAMAGES, JUDGMENTS, AWARDS, PENALTIES, COSTS AND/OR EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS FEES, OF WHATSOEVER NATURE, PAST, PRESENT OR FUTURE, ARISING FROM OR RELATED TO PERFORMANCE OF THIS AGREEMENT.
13. Rules and Regulations: Lessee shall at all times adhere to the Rules and Regulations adopted by the Val Verde County Fairgrounds Committee. By signing this Lease Agreement, Lessee acknowledges that a copy of the Rules and Regulations has been provided to Lessee and that Lessee has read and understands said Rules and Regulations. A copy of said Rules and Regulations is attached to this agreement as Exhibit "A" and Exhibit "B."
14. Resolution of Problems: The Fairgrounds Manager shall be available for resolution of any problems which may arise during the lease term, which includes problems arising during the event. In the event no resolution is reached, Lessee may request assistance from the Val Verde County Commissioners Court designee. Lessor warrants that the Fairgrounds Manager or another person designated by the Val Verde County Commissioners Court shall be available to Lessee during the event.
15. Violation of Lease Agreement: If Lessee violates any of the terms of this Lease Agreement, including the Rules and Regulations, the County of Val Verde shall give written notice of the violation and the Lease Agreement shall become immediately void. Any monies paid as consideration for this Lease Agreement shall be forfeited.
16. Parties Bound: This Lease Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Lease Agreement.

#10

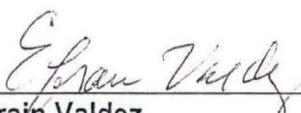
17. Applicable Law: This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are performable in Val Verde County, Texas.
18. Legal Construction: In case any one or more of the provisions contained in this agreement shall for 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 Lease Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
19. Prior Agreements Superseded: This Legal Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties.
20. Amendment: No amendment, modification or alteration of the terms of this Lease Agreement shall be binding unless the same is in writing, dated subsequent to the date of this Lease Agreement and duly executed by the parties.
21. Rights and Remedies Cumulative: The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
22. Waiver of Default: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant of this Lease Agreement.
23. Attorney's Fees: In the event Lessor or Lessee breaches any of the terms of this Lease Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.
24. Force Majeure: Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonable within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

#10

25. This lease agreement shall serve as a permit for purposes of complying with the Fairgrounds Rules.

27. **NO BLANK SPACES: BY EXECUTING THIS DOCUMENT, LESSOR AND LESSEE ARE VERIFYING THAT NO BLANK SPACES REMAIN IN THE LEASE AGREEMENT.**

EXECUTED in MULTIPLE ORIGINALS on this 3rd day of October, 2018.



Efraim Valdez

On behalf of Val Verde County



On behalf of the Del Rio 4X4 Mud racing
(Luis Flores)

Presented to Val Verde Commissioners Court on 10, 3, 18 and made a part of the court's minutes.



TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL
GRANT PROGRAM

#11

RESOLUTION AUTHORIZING COUNTY GRANT
PROGRAM YEAR 2019

A resolution of the County of Val Verde (County) Texas certifying that the county has made a grant to City of Del Rio Nutrition & Social Services for the Elderly, (Organization) an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability and certifying that the county has approved the organization's accounting system or fiscal agent.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the County recognizes Manuel B. Chavez, Interim City Manager (Authorized Official) as an official of the Organization applying for a Home-Delivered Meal Grant from the Texas Department of Agriculture.

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$2,087.00 to be used between the:

1 of February 2019 and the 31 of January 2020
Day Month Year Day Month Year

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Uniform Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 3rd day of October, 2018

Efrain Valdez
Signature of Authorized Official of the County

Efrain Valdez, Val Verde County Judge
Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.
Updated June 2018



#11

NUTRITION/SOCIAL SERVICES FOR THE ELDERLY
1105 W. DE LA ROSA ST.
DEL RIO, TX 78840
(830) 774-8670

September 26, 2018

Honorable Judge Efrain Valdez
Val Verde County Judge
Post Office Box 4250
Del Rio, Texas 78841-4250

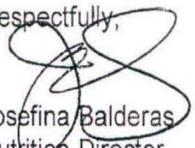
Honorable Judge Valdez,

The City of Del Rio is once again in the process of submitting an application for the "Texans Feeding Texans: Home-Delivered Meals Program Grant" through the Texas Department of Agriculture. This grant requires a contribution of \$0.25 per residing senior from the County in which the meals are delivered. At this time we are requesting a contribution from Val Verde County in the amount of \$2,087.00. This contribution will allow us to apply for this grant and thus expand our services.

During the Fiscal Year of 2017-2018 we were awarded \$28,172.35 from the Texas Department of Agriculture. Said monies were used to expand the Home-Delivered meals program to home-bound elderly and the disabled. To date, we have been able to serve 3,401 additional meals with this grant.

With your support it will be possible for the City of Del Rio Nutrition & Social Services for the Elderly Program to apply for this much needed grant and continue to serve the elderly of Val Verde County. Should you need additional information, please do not hesitate to contact me.

Respectfully,


Josefina Balderas
Nutrition Director

CC: Manuel B. Chavez,
Interim City Manager

Esmeralda Meza
Assistant City Manager

Elsa Reyes
Interim Community Services Director

#12

Proclamation of April as Fair Housing Month

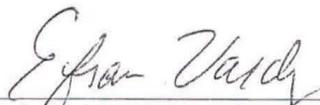
WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the Commissioners Court of Val Verde County do proclaim April as Fair Housing Month in the County of Val Verde and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

IN WITNESS WHEREOF we have affixed our signatures and seal on this the 3rd day of October 2018.



Efrain Valdez, County Judge

COPY

PROJECT COMPLETION REPORT
Office of Colonia Initiatives

Contractor Locality Name
Val Verde County

Contract Number
7214013

#13

Contractor Locality Name: DUNS No.

Contract No: Contract Start Date: Contract End Date:

Part I. General Reports

Total Persons Benefitting: Total Contract Beneficiaries: Low-to-Moderate Income Beneficiaries:

Certification of Expenditure:

Activity	TxCDBG Budget	TxCDBG Funds Drawn To-Date	TxCDBG Funds not Received (including pending draws)		Local Contribution	Percent Matched
			TxCDBG Reserved Funds	Unutilized Funds (Deob)		
7 Public Services	\$72,000.00	\$72,000.00	\$0.00	\$0.00	\$0.00	
9a Rehab/Residential	\$293,000.00	\$293,000.00	\$0.00	\$0.00	\$0.00	
13 Admin/Planning/Mgt	\$135,000.00	\$121,500.00	\$13,500.00	\$0.00	\$0.00	
15b New Constr/Not feasible	\$400,000.00	\$400,000.00	\$0.00	\$0.00	\$0.00	
Total	\$ 900,000.00	\$ 886,500.00	\$13,500.00	\$0.00	\$0.00	0 %

Civil Rights & Citizen Participation:

- Equal Opportunity Requirements
 Section 3 Requirements
 Promotion of MBE Participation
 Excessive Force Policy
 Section 504 Requirements
 Fair Housing Requirements

Fair Housing Activity (describe):

Final Public Hearing Comments:

Final Public Hearing Date: Hearing Publication Date: Work Completed Date:

Certifications:

As chief elected official of the contractor jurisdiction, I certify that:

- All activities undertaken with funds provided under the contract identified in this report, have, to the best of my knowledge, been carried out in accordance with the contract agreement;
- The information contained in this Project Completion Report is accurate to the best of my knowledge;
- All records related to contractor activities are available for review;
- TXCDBG funds were not used to reduce the level of local financial support for housing and community development activities;
- No attempt to recover any capital costs of public improvements assisted in whole or in part with such funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements unless (a) such funds are used to pay the proportion of such fee or assessment that related to the capital costs of such public improvements that are financed from revenue sources other than such funds; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, contractor certifies that it lacks sufficient funds under this contract to comply with the requirements of clause (a);
- The persons to benefit from the activities described in Exhibit A, Performance Statement, of this contract are receiving service or a benefit from the use of the new or improved facilities and activities; and
- Proper provision has been made for the payment of all unpaid costs and unsettled third-party claims and the State of Texas is under no obligation to make any further payment to the recipient under the contract agreement in excess of the amount identified in the Certification of Expenditure table as "TxCDBG Reserved Funds".

Efrain Valdez, Val Verde County Judge		10-3-19
Name and Title (Print)	Signature	Date

Attachments: The following documents support this report.

Publication, Final Public Hearing	Evidence of Benefit
<input type="text" value="attached (tearsheet)"/>	<input type="text" value="attached"/>

COPY

ALL fields are required
Hold the cursor over each field for instructions

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PROJECT COMPLETION REPORT
Office of Colonia Initiatives

Contractor Locality Name
Val Verde County

Contract Number
7214013

#13

Part II. Performance Report Report work performed and performance measures for each contract budget activity.

Actual Accomplishments:

Activity	Item Installed or Action Performed	Units	Perf. Stat Quantities	Actual Quantities	% Change
7 Public Services	Solid Waste Removal	each	25	28	12
7 Public Services	Tool Lending Library	each	2,000	2,168	8.4
7 Public Services	Technology Classes	each	57	57	0
7 Public Services	Technology Access	each	450	450	0
9a Rehab/Residential	Residential Housing Rehabilitation	each	17	17	0
15b New Constr/Not feasible	Residential Housing Reconstruction	each	8	8	0

Does the current Performance Statement accurately reflect the project location(s)?

Have final project record drawings been received by the Contractor Locality?

HUD Performance Measures:

Activity	Objective	Outcome
7 Public Services	1. Suitable Living Environment	3. Sustainability
Benefit Indicator	Public Service, improved access	No. of Beneficiaries 5,391
Special Category	Colonia	

Activity	Objective	Outcome
9a Rehab/Residential	2. Decent Housing	1. Availability / Accessibility
Benefit Indicator	Facility/Infrastructure, no longer substandard	No. of Beneficiaries 34
Special Category	Colonia	

Activity	Objective	Outcome
15b New Constr/Not feasible	2. Decent Housing	1. Availability / Accessibility
Benefit Indicator	Facility/Infrastructure, no longer substandard	No. of Beneficiaries 19
Special Category	Colonia	

Check this box if this project includes Housing activities (other than water/sewer connections)

HUD Performance Measures (Housing Activities Only):

Of the total owner-occupied units rehabilitated, report the number of housing units that meet each category

16	Units occupied by elderly
12	Units made accessible
4	Units qualified as Energy Star
25	Units moved from substandard to standard
	Units brought into compliance with lead safety rules

If the housing rehabilitation activity is limited to one or more of the following, mark the item(s) below:

- Smoke Detectors
- Security Devices
- Emergency Repairs
- Painting Supplies and Equipment
- Tool Lending Library

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PROJECT COMPLETION REPORT
Office of Colonia Initiatives

Contractor Locality Name
Val Verde County

Contract Number
7214013

#13

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#13

Part III(b) Beneficiary Detail Report - Activities on Private Property

Identify all activities that benefit the persons reported on this sheet; report beneficiary details for those persons and households.

Fields marked in pink ("Total" or "Grand Total") must equal the total beneficiaries for the activity(s) in the contract Performance Statement. Fields marked in yellow ("Total" or "Grand Total") must equal the total households served by the activity(s) in the contract Perf. Statement.

Activity: 9a Rehab/Residential	Activity: no other activities benefit this group
---------------------------------------	---

Beneficiaries by Demographic:

Gender	No. of Persons			No. of Households (demographics of the Head of Household)		
	Male	Female	Total	Female	Male	Total
	11	23	34	13	4	17
Race	Non-Hispanic	Hispanic	Sub-Total	Non-Hispanic	Hispanic	Sub-Total
White	2	32	34	1	16	17
Grand Total:	34			17		

Beneficiaries by Income:

Income Level	No. of Persons	No. of Owner Occupied Households	No. of Renter Occupied Households
Very Low (at or below 30% of the AMFI)	12	9	0
Low (31-50% of the AMFI)	10	5	0
Moderate (51-80% of the AMFI)	12	3	0
Non-Low/Moderate (above 80% of the AMFI)			
Total	34	17	
Subtotal - All Low/Mod	34	17	
Percent Low/Mod	100.00%	100	

PROJECT COMPLETION REPORT

Office of Colonia Initiatives

Contractor Locality Name

Val Verde County

Contract Number

7214013

#13

Part III(b) Beneficiary Detail Report - Activities on Private Property

Identify all activities that benefit the persons reported on this sheet; report beneficiary details for those persons and households.

Fields marked in pink ("Total" or "Grand Total") must equal the total beneficiaries for the activity(s) in the contract Performance Statement. Fields marked in yellow ("Total" or "Grand Total") must equal the total households served by the activity(s) in the contract Perf. Statement.

Activity: 15b New Constr/Not feasible	Activity: no other activities benefit this group
--	---

Beneficiaries by Demographic:

Gender	No. of Persons			No. of Households (demographics of the Head of Household)		
	Male	Female	Total	Female	Male	Total
	8	11	19	3	5	8
Race	Non-Hispanic	Hispanic	Sub-Total	Non-Hispanic	Hispanic	Sub-Total
White	0	19	19	0	8	8
Grand Total:	19			8		

Beneficiaries by Income:

Income Level	No. of Persons	No. of Owner Occupied Households	No. of Renter Occupied Households
Very Low (at or below 30% of the AMFI)	5	3	0
Low (31-50% of the AMFI)	5	2	0
Moderate (51-80% of the AMFI)	9	3	0
Non-Low/Moderate (above 80% of the AMFI)			
Total	19	8	
Subtotal - All Low/Mod	19	8	
Percent Low/Mod	100.00%	100	

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PROJECT COMPLETION REPORT
Office of Colonia Initiatives

Contractor Locality Name
Val Verde County

Contract Number
7214013

#13

Part IV Final Business Participation Report

Report all contracts executed under this TxCDBG contract.

Type of Services	Contract Amount			Qtr Executed
	TxCDBG Funds	Other Funds	Total Dollars	
Administration	90,000	\$0.00	90,000	
Prime (name) Equity Community Development Corp	90,000	\$0.00	90,000	4Q14
Subcontractor				
Construction/Rehab	47,154	\$0.00	47,154	
Prime (name) Amistad Manufactured Housing	47,154	\$0.00	47,154	2Q15
Subcontractor				
Construction/Rehab	49,154	\$0.00	49,154	
Prime (name) Amistad Manufactured Housing	49,154	\$0.00	49,154	2Q15
Subcontractor				
Construction/Rehab	49,555	\$0.00	49,555	
Prime (name) Amistad Manufactured Housing	49,555	\$0.00	49,555	2Q15
Subcontractor				
Construction/Rehab	48,819	\$0.00	48,819	
Prime (name) Amistad Manufactured Housing	48,819	\$0.00	48,819	2Q15
Subcontractor				
Construction/Rehab	16,610	\$7,170.00	23,780	
Prime (name) J. Bosquez Construction	16,610	\$7,170.00	23,780	2Q16
Subcontractor				
Construction/Rehab	\$8,460.00	14,530	22,990	
Prime (name) J. Bosquez Construction	\$8,460.00	14,530	22,990	2Q16
Subcontractor				
Construction/Rehab	12,890	\$0.00	12,890	
				Qtr Executed

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PROJECT COMPLETION REPORT

Office of Colonia Initiatives

Contractor Locality Name

Val Verde County

Contract Number

7214013

Prime (name)	J. Bosquez Construction	12,890	\$0.00	12,890	2Q16
Subcontractor					

Construction/Rehab		16,655	\$0.00	16,655	Qtr Executed
Prime (name)	J. Bosquez Construction	16,655	\$0.00	16,655	4Q16
Subcontractor					

Construction/Rehab		10,650	\$0.00	10,650	Qtr Executed
Prime (name)	J. Bosquez Construction	10,650	\$0.00	10,650	4Q16
Subcontractor					

Construction/Rehab		14,350	\$0.00	14,350	Qtr Executed
Prime (name)	J. Bosquez Construction	14,350	\$0.00	14,350	2Q17
Subcontractor					

Construction/Rehab		12,875	\$0.00	12,875	Qtr Executed
Prime (name)	J. Bosquez Construction	12,875	\$0.00	12,875	2Q17
Subcontractor					

Construction/Rehab		15,925	\$0.00	15,925	Qtr Executed
Prime (name)	J. Bosquez Construction	15,925	\$0.00	15,925	2Q17
Subcontractor					

Construction/Rehab		16,740	\$0.00	16,740	Qtr Executed
Prime (name)	Handyman Solutions	16,740	\$0.00	16,740	2Q17
Subcontractor					

Construction/Rehab		17,265	\$0.00	17,265	Qtr Executed
Prime (name)	V&I Flooring	17,265	\$0.00	17,265	2Q17
Subcontractor					

Construction/Rehab		10,965	\$0.00	10,965	Qtr Executed
Prime (name)	J. Bosquez Construction	10,965	\$0.00	10,965	3Q17

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PROJECT COMPLETION REPORT

Office of Colonia Initiatives

Contractor Locality Name

Val Verde County

Contract Number

7214013

Subcontractor				
Construction/Rehab	16,695	\$0.00	16,695	Qtr Executed
Prime (name)	Handyman Solutions	16,695	\$0.00	16,695
				3Q17
Subcontractor				
Construction/Rehab	12,090	\$0.00	12,090	Qtr Executed
Prime (name)	V&l Flooring	12,090	\$0.00	12,090
				3Q17
Subcontractor				
Construction/Rehab	15,370	\$0.00	15,370	Qtr Executed
Prime (name)	J. Bosquez Construction	15,370	\$0.00	15,370
				4Q17
Subcontractor				
Construction/Rehab	15,010	\$0.00	15,010	Qtr Executed
Prime (name)	Handyman Solutions	15,010	\$0.00	15,010
				4Q17
Subcontractor				
Construction/Rehab	18,300	\$0.00	18,300	Qtr Executed
Prime (name)	Handyman Solutions	18,300	\$0.00	18,300
				1Q18
Subcontractor				
Construction/Rehab	44,959	\$0.00	44,959	Qtr Executed
Prime (name)	Clayton Homes San Angelo	44,959	\$0.00	44,959
				2Q18
Subcontractor				
Construction/Rehab	44,959	\$0.00	44,959	Qtr Executed
Prime (name)	Clayton Homes San Angelo	44,959	\$0.00	44,959
				2Q18
Subcontractor				
Construction/Rehab	44,959	\$0.00	44,959	Qtr Executed
Prime (name)	Clayton Homes San Angelo	44,959	\$0.00	44,959
				2Q18
Subcontractor				

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PROJECT COMPLETION REPORT
Office of Colonia Initiatives

Contractor Locality Name
Val Verde County

Contract Number
7214013

Construction/Rehab	47,000	\$0.00	47,000	Qtr Executed
Prime (name) Amistad Manufactured Homes	47,000	\$0.00	47,000	2Q18
Subcontractor				

Construction/Rehab	12,610	14,690	27,300	Qtr Executed
Prime (name) V&I Flooring	12,610	14,690	27,300	2Q18
Subcontractor				

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ALL fields are required
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RE: TCEQ Val Verde County

Niermann, Jared <JNiermann@trcsolutions.com>
Fri 9/21/2018, 4:20 PM
To: Erin Guerra <Erin.Guerra@tceq.texas.gov>
Cc: Carl Esser <carl.esser@hotmail.com>; Stephanie Escobar <Stephanie.Escobar@Tceq.Texas.Gov>

Erin,

Thank you so much for working on this.

City is really driving that we have a letter from TCEQ. If at all possible that we could get one that would be extremely helpful. I will see if City will accept your email

Thank you.

Jared

-----Original Message-----

From: Erin Guerra <Erin.Guerra@tceq.texas.gov>
Sent: Friday, September 21, 2018 4:08 PM
To: Niermann, Jared <JNiermann@trcsolutions.com>
Cc: Carl Esser <carl.esser@hotmail.com>; Stephanie Escobar <Stephanie.Escobar@Tceq.Texas.Gov>
Subject: RE: TCEQ Val Verde County

Good afternoon.

After our internal discussion this afternoon, the TCEQ's response will be finalized to state that no exception is required. We reviewed your sampling results and determined that the PWS has met the conditions of the temporary exception. Therefore, the intent of the regulation has been met and the waterlines can be placed into service.

The letter will not be finalized by the end of the month. Will this email be sufficient for your documentation until the letter can be finalized and mailed?

Erin Guerra, P.E.
Office: 512-239-4787

-----Original Message-----

From: Erin Guerra
Sent: Thursday, September 20, 2018 2:04 PM
To: Niermann, Jared <JNiermann@trcsolutions.com>
Cc: Carl Esser <carl.esser@hotmail.com>; Stephanie Escobar <Stephanie.Escobar@Tceq.Texas.Gov>
Subject: RE: TCEQ Val Verde County

Good afternoon.

I received your voicemail and email requesting an update on the TCEQ's response to the exception request. After our management's review of the draft, a meeting was scheduled for tomorrow (Friday) to discuss the noted revisions. I expect to be finalizing the TCEQ within the next business day or early next week.

The new waterlines were disinfected and are o.k. for use based on the results that you provided. The response via letter is forthcoming.

Erin Guerra, P.E.
Office: 512-239-4787

-----Original Message-----

From: Niermann, Jared <JNiermann@trcsolutions.com>
Sent: Wednesday, September 19, 2018 11:30 AM
To: Erin Guerra <Erin.Guerra@tceq.texas.gov>
Cc: Carl Esser <carl.esser@hotmail.com>
Subject: TCEQ Val Verde County

Erin,

I'm waiting on that final letter. I need that finalized. We have met all the requirements and City is requiring letter stating that we have. Please send ASAP. There are people waiting to hook up fresh water for the first time.

Jared
512-550-2933

Sent from my iPhone

County of Val Verde



Efrain V. Valdez
County Judge

COPY

#16

400 PECAN STREET
Del Rio, TX 78841
Email: evaldez@valverdecountry.org

Phone (830) 774-7501
Fax (830) 775-9406

October 3, 2018

Mr. Chavez
Interim - City Manager
109 W. Broadway
City of Del Rio
Del Rio, Texas 78840

Dear Mr. Chavez:

On behalf of Val Verde County I make this request to the City of Del Rio for the collection of Ten Dollars (\$10.00) per month for a period of ten years on each water connection in Escondido Estate to assist with expenses incurred on installation of water lines by Val Verde County.

Sincerely,

Efrain Valdez
Val Verde County Judge



T.B.P.E. #F-8632

505 East Huntland Drive
Suite 250
Austin, TX 78752

#17

September 24, 2018

Honorable Efrain Valdez, County Judge
Val Verde County Courthouse, 1st Floor
400 Pecan Street
Del Rio, Texas 78840

**Re: Val Verde Paisano Booster Station – Phase I
TxCDBG Contract No. 7216075
Bid Award Recommendation**

Dear Judge Valdez:

Three (3) sealed bids were received for the above-referenced project on September 19, 2018, at 11:00 A.M. The base bids ranged from a low of \$183,515.00 from MGB Construction, Inc. to a high of \$222,263.40 from Hoover Construction, Inc., as shown on the attached bid tabulation.

MGB Construction, Inc. has experience working on similar projects. TRC checked their project references and received acceptable responses. It is recommended that MGB Construction, Inc. be awarded the base bid construction project for the amount of \$183,515.00.

If you have any questions or comments, please do not hesitate to contact this office.

Sincerely,

S. Jared Niermann, P.E.
Project Manager

Enclosures



VAL VERDE COUNTY
 Paisano Booster Station - Phase I
 TxCDBG Contract No. 7216075
 Bid Tabulation
 September 19, 2018 - 11:00 A.M.

Item	Item Description	Qty.	Unit	MGB Construction, Inc.		TTE, LLC		Hoover Construction, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID PROPOSAL									
P.1	Assemble/Install Welded Steel GST	1	LS	\$89,500.00	\$89,500.00	\$75,000.00	\$75,000.00	\$109,174.50	\$109,174.50
P.2	GST Concrete Foundation	1	LS	\$26,500.00	\$26,500.00	\$24,000.00	\$24,000.00	\$31,900.50	\$31,900.50
P.3	6' Chain Link Security Fence	390	LF	\$27.00	\$10,530.00	\$50.58	\$19,726.20	\$33.75	\$13,162.50
P.4	Clearing/Grubbing/Grading	1	LS	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$3,442.50	\$3,442.50
P.5	12" FLG'D DI Tank Inlet Piping	70	LF	\$154.00	\$10,780.00	\$387.85	\$27,149.50	\$212.14	\$14,849.80
P.6	12" Resilient Seat FLG'D Gate Valves	3	EA	\$2,000.00	\$6,000.00	\$2,800.00	\$8,400.00	\$2,632.50	\$7,897.50
P.7	Ground Mounted Pipe Supports	4	EA	\$900.00	\$3,600.00	\$1,000.00	\$4,000.00	\$877.50	\$3,510.00
P.8	12" C-900 PVC Water Main	60	LF	\$146.00	\$8,760.00	\$80.00	\$4,800.00	\$82.35	\$4,941.00
P.9	Fittings	1.5	TON	\$2,800.00	\$4,200.00	\$5,670.00	\$8,505.00	\$3,375.00	\$5,062.50
P.10	Water Main Connection with MJ Gate Valve	1	LS	\$6,240.00	\$6,240.00	\$4,500.00	\$4,500.00	\$6,480.00	\$6,480.00
P.11	Tracer Detection Wire	60	LF	\$8.00	\$480.00	\$2.00	\$120.00	\$1.89	\$113.40
P.12	OSHA Trench Excavation Protection	60	LF	\$2.00	\$120.00	\$6.00	\$360.00	\$1.82	\$109.20
P.13	Silt Fence	300	LF	\$4.35	\$1,305.00	\$5.00	\$1,500.00	\$5.40	\$1,620.00
P.14	Storm Water Pollution Prevention Plan	1	LS	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$2,700.00	\$2,700.00
P.15	Traffic Control Requirements in TxDOT ROW	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$4,050.00	\$4,050.00
P.16	Bonds and Insurance	1	LS	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00
P.17	Mobilization, Demobilization and Cleanup of Site	1	LS	\$4,500.00	\$4,500.00	\$10,000.00	\$10,000.00	\$6,250.00	\$6,250.00
	TOTAL PROPOSAL				\$183,515.00		\$197,560.70		\$222,263.40
ALTERNATE BID ITEMS									
P.A.1	Gravel Access Road	135	SY	\$70.00	\$9,450.00	\$48.15	\$6,500.25	\$40.50	\$5,467.50
P.A.2	Pump House Concrete Foundation	1	LS	\$38,255.00	\$38,255.00	\$25,000.00	\$25,000.00	\$32,919.75	\$32,919.75
P.A.3	Pre-Engineered Metal Building	1	LS	\$36,000.00	\$36,000.00	\$26,000.00	\$26,000.00	\$31,725.00	\$31,725.00
	TOTAL ALTERNATE BID ITEMS				\$83,705.00		\$57,500.25		\$70,112.25
	TOTAL BASE BID AND ALTERNATE				\$267,220.00		\$255,060.95		\$292,375.65

#17

CONTRACT DOCUMENT

PROPOSAL * SPECIFICATIONS * CONTRACT * BOND FORMS

* * * * *

VAL VERDE COUNTY
DEL RIO, TEXAS

PAISANO BOOSTER STATION – PHASE I
TXCDBG CONTRACT NO. 7216075

* * * * *

COUNTY COMMISSIONERS

Efrain Valdez, County Judge

Precinct 1	Precinct 2	Precinct 3	Precinct 4
Martin Wardlaw	Lewis Owens	Robert Beau Nettleton	Gustavo Flores

* * * * *



TRC ENGINEERS, INC.
T.B.P.E. #F-8632
505 EAST HUNTLAND DR., SUITE 250
AUSTIN, TEXAS 78752
(512) 454-8716 – (512) 454-2433 (FAX)

AUGUST 2018

TRC PROJECT NO. 239564



S. Jared Niermann 8/31/18



CERTIFICATE OF LIABILITY INSURANCE

#17

DATE (MM/DD/YYYY)
10/16/2018

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 Catto & Catto LLP One Alamo Center 106 S. St. Mary's Street, #800 San Antonio TX 78205-1801	CONTACT NAME: Shannon Jones	
	PHONE (A/C, No, Ext): 210-222-2161 x233	FAX (A/C, No): 210-222-1618
E-MAIL ADDRESS: sjones@catto.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Texas Mutual Insurance Company		22945
INSURER B : Cincinnati Insurance Company		10677
INSURER C : First Mercury Insurance Co.		10657
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
MGB Construction, Inc.
P.O. Box 522
Castroville TX 78009

COVERAGES CERTIFICATE NUMBER: 1139023044 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
C	<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"/> PROJECT <input type="checkbox"/> LOC OTHER:			CGL0000079160	7/6/2018	7/6/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	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) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EX0000079161	7/6/2018	7/6/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Prod-Comp Ops Agg \$ 2,000,000
A	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 Y N/A	0001189851	4/10/2018	4/10/2019	<input checked="" type="checkbox"/> PER STATUTE <input 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
B	Equipment Floater			ENP0184475	3/5/2018	3/5/2019	Scheduled Leased/Rented Deductible \$49,000 \$25,000 \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Effective 8/7/2018, the Umbrella limit increased from \$1,000,000 to \$2,000,000;

The General Liability policy includes a blanket automatic additional insured endorsement provision that provides additional insured status to any person or organization (Val Verde County and TRC Engineers, Inc.) with whom the insured has entered into a written contract requiring such status;

Project: Paisano Booster Station - Phase I; TxCDBG Contract #7216075;

CERTIFICATE HOLDER	CANCELLATION
Val Verde County 400 Pecan St Del Rio TX 78840	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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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/16/2018

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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, Hazel Haby Russell, 1103 Highway 90 W, Castroville, TX 78009. CONTACT NAME: Hazel Russell, PHONE: 830-931-3441, FAX: 830-538-3441, E-MAIL: hazel@hazellrussell.com. INSURER(S) AFFORDING COVERAGE: INSURER A: State Farm Mutual Automobile Insurance Company, NAIC #: 25178. INSURED: MGB CONSTRUCTION INC, 293 County Road 4631, Hondo, TX 78861-6055.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required). ADDITIONAL INSURED: VAL VERDE COUNTY, 400 PECAN ST. DEL RIO, TEXAS 78840. ADDITIONAL INSURED: TRC ENGINEER INC, 505 EAST HUNTLAND DR STE 250 AUSTIN, TEXAS 78752.

CERTIFICATE HOLDER: Val Verde County, 400 Pecan St, Del Rio Texas 78840. 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: Angel Steuring.

ACORD 25 (2016/03)

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#17

CONTRACT DOCUMENT

PROPOSAL * SPECIFICATIONS * CONTRACT * BOND FORMS

* * * * *

VAL VERDE COUNTY
DEL RIO, TEXAS

PAISANO BOOSTER STATION – PHASE I
TXCDBG CONTRACT NO. 7216075

* * * * *

COUNTY COMMISSIONERS

Efrain Valdez, County Judge

Precinct 1	Precinct 2	Precinct 3	Precinct 4
Martin Wardlaw	Lewis Owens	Robert Beau Nettleton	Gustavo Flores

* * * * *



TRC ENGINEERS, INC.
T.B.P.E. #F-8632
505 EAST HUNTLAND DR., SUITE 250
AUSTIN, TEXAS 78752
(512) 454-8716 – (512) 454-2433 (FAX)

AUGUST 2018

TRC PROJECT NO. 239564



S. Jared Niermann 8/31/18

#17

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#17

ADVERTISEMENT AND INVITATION FOR BIDS

Sealed proposals addressed to the Honorable Efrain Valdez, County Judge, and County Commissioners of Val Verde County, Texas will be received at the Val Verde County Courthouse 400 Pecan Street (1st Floor), Del Rio, Texas 78840, until **11:00 A.M. on September 19, 2018** for construction of the **Paisano Booster Station TxCDBG Contract No. 7216075**, at which time and place will be publicly opened and read aloud. Any bid received after closing time will be returned unopened. Bids are invited for several items and quantities of work as follows:

Principal items of construction include the installation of one (1) 26,000-gallon welded steel ground storage tank and concrete pad, one (1) pump house metal building and concrete pad, approximately 180 LF of 12" inlet piping, fencing, grading, and all necessary appurtenances.

Bidders shall submit a bid bond by an acceptable surety in the amount of five percent (5%) of the bid issued with each bid for contracts greater than \$100,000.00. A certified check or bank draft payable to the locality or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

The successful Bidder must furnish Performance and Payments Bonds each in the amount of 100% of the contract price from an approved Surety Company holding a permit from the State of Texas to act as Surety and acceptable according to the latest list of companies holding certificates of authority from the Secretary of Treasury of the United States, or other Surety or Sureties acceptable to the Owner.

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Texas Department of Agriculture and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin. Adherence to the grant recipient's Section 3 Policy is required for contracts and subcontracts in excess of \$100,000.00.

All contractors/subcontractors whose System for Award Management (SAM.gov) registration is not active or that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

Plans and specifications may be examined without charge at Val Verde County Courthouse 400 Pecan Street (1st Floor), Del Rio, Texas 78840. Bid Documents and Construction Drawings for the project may be viewed and downloaded free of charge (with the option to purchase hard copies) at www.civcastusa.com. Bidders must register on this website in order to view and/or download specifications, plans and other related documents for this project. Printed copies of the specifications and drawings may also be viewed at the Engineer's office, TRC Engineers, Inc., 505 East Huntland Drive, Suite 250, Austin, Texas 78752, (512) 454-8716.

Please submit questions for this project seven (7) days prior to bid opening through www.civcastusa.com in the Q&A portal. All addenda issued for this project will be posted on www.civcastusa.com. It is the responsibility of the Contractor bidding to use proper scaling, paper

width and length, etc. Failure to do so may result in error in the Unit Bid Quantities and/or Bid Amounts.

The County Commissioners of Val Verde County reserves the right to reject any or all bids or to waive formalities in the bidding. Bids may be held by the County for a period of 90 days or until a contract is awarded, whichever occurs first, from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.

VAL VERDE COUNTY, TEXAS
Efrain Valdez, County Judge

#17

INSTRUCTION TO BIDDERS FOR CONSTRUCTION

1. Use of Separate Bid Forms

These contract documents include a complete set of bid and contract forms which are for the convenience of the bidders and are not to be detached from the contract document, completed or executed. Separate bid forms are provided for your use.

2. Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for clarification shall be made in writing to the Grant Recipient or Engineer no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than seven (7) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

3. Inspection of Site

Each bidder should visit the site of the proposed work and should become acquainted with the existing conditions and facilities, the difficulties and restrictions pertaining to the performance of the contract. The bidder should thoroughly examine and become familiar with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to failure to receive or examine any form or legal document or to visit the site or the conditions existing at the site. The County will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

4. Alternate bid items

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

5. Bids

- a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.
- c. Bid documents, including but not limited to the bid, the bid bond(s), the contractor's certifications, local opportunity plan, and the statement of the bidder's qualifications, shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening.

- d. The County may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

6. Bid Modifications Prior to Bid Opening

- a. Any bidder may modify its bid by submitting a modification or supplemental bid at any time prior to the scheduled closing time for receipt of bids, provided such modification or supplemental bid is received by the locality prior to the closing time. The modification or supplemental bid should not reveal the original bid price but should provide only the addition, subtractions or other modifications to the original bid so that the final prices or terms will not be known by the locality until the sealed bid is open.

7. Bid Bond

A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with bid. A certified check or bank draft payable to the County or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

8. Statement of Bidders Qualifications

Each bidder shall submit on the form furnished for that purpose a statement of the bidder's qualifications. The Grant Recipient shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the contract, and the bidder shall furnish the Grant Recipient all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy the Grant Recipient that the bidder is qualified to carry out properly the terms of the contract.

9. Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

10. Corrections

Erasures or other corrections in the bid must be noted over the signature of the bidder.

#17

11. Time for Receiving Bids

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the Grant Recipient that the late arrival of the bid was solely due to delay in the mail for which the bidder was not responsible, such bid will be received and considered.

12. Opening of Bids

The County shall, at the time and place fixed for the opening of bids, open each bid and publicly read it aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

13. Withdrawal of Bids

Bidder may withdraw the bid before the time fixed for the opening of bids, by communicating its purpose in writing to the Grant Recipient. Upon receipt of such notice, the unopened bid will be returned to the bidder. The bid guaranty of any bidder withdrawing his bid will be returned promptly.

14. Award of Contract/Rejection of Bids

- a. The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. The locality reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.
- b. The Grant Recipient reserves the right to consider as unqualified to do the work any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract.

15. Execution of Agreement/Performance and Payment Bonds

- a. Requires all prime contractors which enter into a formal contract with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to furnish to the governmental entity a performance and payment bond in the amount of the contract.
- c. The failure of the successful bidder to execute the agreement and supply the required bonds within thirty (30) days, shall constitute a default and the locality may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the locality may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the locality for a refund.

16. Wages and Salaries

Attention is particularly called to the requirement of paying not less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions.

17. Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin, and other civil rights requirements.

18. Certification Regarding Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall provide the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352.