



COMMISSIONER'S COURT MINUTES
MARCH 6TH, REGULAR TERM, A.D. 2019

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

BE IT REMEMBERED that on this the 6th day of March A.D. 2019 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: Lewis G. Owens Jr., County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Juan Carlos Vasquez, 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.
4. Approval of minutes from previous meetings.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-144	N	F		Motion to approve		O, W, V		
				2/20/19 meeting.		N, F		

5. Citizen's Comments.
Bullard: Phone system is down at Sheriff's office.

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:

MOTION KEY:
JUDGE OWENS= O
COMM WARDLAW=W
COMM VASQUEZ=V
COMM NETTLETON=N
COMM FLORES= F

QUORUM

- COUNTY JUDGE
- YR Judge's Staff
- TG Judge's Staff
- COMM. PRCT# 1
- COMM. PRCT# 2
- COMM. PRCT# 3
- COMM. PRCT# 4

ATTENDING

COUNTY STAFF/DEPTS:

- COUNTY ATTY
- SL COUNTY ATTY STAFF
- COUNTY ATTY STAFF
- DISTRICT CLERK
- IT
- SHERIFF

Bullard 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 Hernandez

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VASQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

LEWIS G OWENS JR., COUNTY JUDGE

6. Discussion and possible action to allow the Whitehead Memorial Museum to obtain Beer & Wine license from TABC and sell beer & wine on the museum on April 6, 2019 for the annual Cajun Fest Fund-raiser.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-145	N	W		Motion to approve.		O, W, V, N, F		

7. Discussion and possible action on appointing new members to the Amistad Zoning Committee whose terms have expired.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				No action.				

8. Discussion and possible action on the use of the county courtyard for an Easter Extravaganza on April 6th, 2019.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-146	N	W		Motion to approve.		O, W, V, N, F		

9. Discussion and possible action regarding Memoranda of Understanding between the county and the Adult and Juvenile Community Supervisions Department for human resources and IT services.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-147	N	F		Motion to approve and		W, V, N, F		O
				authorize Commissioner				
				Nettleton to sign MOU.				

10. Discussion and possible action regarding the purchase or lease of software to assist in the collection of HOT funds.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				No action taken.				

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VASQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

11. Discussion and possible action regarding the contract for services to operate the Battered Women's Shelter.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-148	N	F		Motion to approve a month to		O, W, V, N, F		
				Month contract to Quad Counties				
				And go out for Request for Proposals.				

MARTIN WARDLAW & JUAN CARLOS VASQUEZ, COUNTY COMMISSIONERS PCT. 1 & 2

12. Discussion and possible action upon bid tabulation with recommendation of bid award to Core & Main LP for the San Felipe Pastures and Escondido Waterline Projects TxCDBG 7218075 and authorize County representatives to sign Materials Contract upon review of County Attorney.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-149	N	F		Motion to approve Core and Main		O, W, V, N, F		
				LP and authorize Judge to sign.				

Martin Wardlaw, County Commissioner Pct. 1

13. Discussion and possible action on the use of the 60 acres next to Walmart for a church event (Remembrance of Christ) Living Stone Worship center for a BBQ event (April 19, 2019).

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-150	W	N		Motion to approve use at a fee		O, W, V, N, F		
				of \$1.00.				

Juan Carlos Vazquez, County Commissioner Pct. 2

14. Discussion and possible action authorizing Pct. 2 to accept 12,000 gallons of diesel and up to 8,000 tons of commercial base material donated from PumpCo. Pipeline.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-151	N	V		Motion to approve donation		O, W, V, N, F		
				from PumpCo. Pipeline.				

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VASQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

Gustavo Flores, County Commissioners Pct. 4

15. Discussion and possible action upon TxCDBG 7218026 Draw #6 requesting \$5,494.00 for Engineering Fees KSA Engineers Inc. Invoice #74506 (Revised) Ridgeline Waterline Project and authorize County Judge and County Auditor to sign request for payment form A203.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-152	F	N		Motion to approve and authorize Judge to sign.		O, W, V, N, F		

16. Discussion and possible action upon to award, or not award bid received from Core & Main for waterline materials for the TxCDBG 7218026 Ridgeline Waterline Project. Bid amount \$236,422.13. If awarded authorize County Judge to sign material contact upon review of County Attorney.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-153	F	N		Motion to accept bid.		O, W, V, N, F		

17. Discussion and possible action to survey roads in Cienegas Terrace to determine where county roads officially lie. Private citizens have possibly fenced off across county roads. The estimated cost is \$3,500.00.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-154	F	N		Motion to approve and pay out of contingency fund.		O, W, V, N, F		

18. Discussion and possible action to approve and include in minutes the list of water meter numbers with household names for TxCDBG 7216075 Cienegas-Vega Verde Road First Time Water Service Project and authorize County Judge to sign.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-155	F	N		Motion to approve list as presented and include in minutes.		O, W, V, N, F		

19. Discussion and possible action authorizing the Community Center to accept a two-ton used Bard System donated by Amistad Heating & Air Conditioning.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-156	F	N		Motion to approve.		O, W, V, N, F		

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VASQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

20. Discussion and possible action to adjust the salary JP 4 Deputy Clerk position from the base pay of \$22,072.05 to the current salary in the budget in the amount of \$23,297.73

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-157	F	V		Motion to approve.		W, V, F	O, N	

Sergio J. Gonzalez, County Court at Law Judge

21. Discussion and possible action to approve revised resolution for CJD grant funds relating to the Val Verde County DWI/Drug Specialty Court Program Grant Number 3527302.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-158	F	N		Motion to approve.		O, W, V, N, F		

Antonio Faz III, Justice of the Peace Pct. 2

22. Discussion and possible action for the approval of use of funds from the technology office supply acct#166-1207-3-16000 to purchase Adobe Acrobat Pro 2017 License for one user in the amount of \$373.32.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				NO ACTION TAKEN.				

Hilda C. Lopez, Justice of the Peace Pct. 4

23. Discussion and possible action for the approval use and transfer of \$750.00 from Fund Balance- JP #4 Tech Fund 1704-1209-00-14000 to Tech Fund-Expenses JP #4-1209-00-16000. Funds are needed to cover the purchase of two new scanners in accordance to CCP Art. 102.0172 (d).

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-159	N	F		Motion to approve.		O, W, V, N, F		

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VASQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

Generosa Gracia-Ramon, County Clerk

24. Discussion and possible action on Election Security Assessment.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-160	N	W		Motion to approve as presented.		O, W, V, N, F		

Rogelio R. Musquiz Jr., Purchasing Agent

25. Discussion and possible action regarding update to the Family Violence Center.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-161	N	V		Motion to approve fencing quote		O, W, V, N, F		
				From Air Solutions and that the				
				\$19,800.00 estimated cost for the				
				fence be paid from contingency.				
				And work to be coordinated with				
				Commissioner Vasquez during				
				Fencing install.				

26. Discussion and possible action regarding authorization to request Qualifications for Professional Engineering Service (RFQ) for the project management service of the Frontier Road Project. Also, to appoint a selection committee to review and rank RFQ's.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-162	F	N		Motion to approve RFQ and		O, W, V, N, F		
				Appoint Roy Musquiz, Roland				
				Garza, Judge Owens and Matt				
				Weingardt to Selection				
				Committee.				

27. Discussion and possible action regarding the purchase of a field groomer from tax note 2013 -- baseball/soccer account.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-163	N	F		Motion to approve purchase at		O, W, V, N, F		
				\$23,506.00 and pay out of Tax				
				Note account.				

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VASQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

28. Discussion and possible action regarding Val Verde County renewal of a remote support service agreement with BIS Digital Inc. and authorize the county judge to sign.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-164	N	F		Motion to approve and authorize The Judge to sign.		O, W, V, N, F		

Beatriz I. Munoz, Tax Assessor Collector

29. Discussion and possible action on an approval for a 2018-2019 Budget Amendment.

To transfer:

- \$1,300 from Postage to Computer Maintenance
- \$1,000 from Postage to Travel and Training
- \$800 from Postage to Office Supplies

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-165	N	F		Motion to approve as presented.		O, W, V, N, F		

Joe Frank Martinez, County Sheriff

30. Discussion and possible action for authorization to apply for and accept the High Intensity Drug Trafficking Areas (HIDTA) 2019 grant (G19SS00008A).

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-166	N	W		Motion to approve.		O, W, V, N, F		

31. Discussion and possible action regarding prisoner transport contract.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-167	N	V		Motion to approve U.S. Fugitive Transport (not to exceed \$50,000.00).		O, W, V, N, F		

Jerry Rust, Fire Chief

32. Discussion and possible action to enact the Burn Ban starting March 6, 2019 for a duration of 90 days.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-168	N	F		Motion to approve.		O, W, V, N, F		

MOTION KEY: JUDGE OWENS=O; COMM WARDLAW=W; COMM VASQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

Aaron Rodriguez, County Treasurer

33. Monthly Treasurer's Report.

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

34. Discussion and possible action regarding a resolution amending Val Verde County investment policy to replace "Texpool" with "Public Funds Investment Act Approved Pools".

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-169	N	V		Motion to approve.		O, W, V, N, F		

Juanita Barrera, County HR Director

35. HR Monthly Report from February 20, 2019 through March 5, 2019.

- A. Juan C. Vazquez, Commissioner Pct. 2, requesting the issuance of checks to Rey Salgado, Light Equipment Operator, with a salary of \$24,207.23, effective February 19, 2019. Mr. Salgado is replacing Tiburcio Celedon who was terminated.
- B. Jerry Rust, Fire Chief, requesting to stop the issuance of checks to Miguel Mar, Fire Fighter, effective February 19, 2019. Mr. Mar has resigned.
- C. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Christina Aguilar, Clerk, with a salary of \$22,072.05, effective March 4, 2019. Ms. Aguilar is replacing Rosalinda Zuniga who retired.
- D. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Crystal Denney, Crime Victim Advocate. with a salary of \$27,409.99, effective March 4, 2019. Ms. Denney is replacing Deyanira Ortiz who resigned.
- E. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Carla Valdez, Deputy Sheriff, with a salary of \$34,986.00, effective March 4, 2019. Ms. Valdez is replacing Brian Veliz who resigned.
- F. Joe Frank Martinez, Sheriff, requesting to stop the issuance of checks to Yolanda Treviño, Patrol Deputy, effective March 7, 2019. Ms. Treviño has resigned.

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VASQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

G. Hilda Lopez, JP Pct. 4, requesting the issuance of checks to Debra Garcia, Deputy Clerk I, with a salary of \$22,072.05, effective March 4, 2019. Ms. Garcia is replacing Ruth Weeks who resigned.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-170	N	W		Motion to approve.		O, W, V, N	F	

Matthew Weingardt, County Auditor

36. Monthly County Auditor's Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-171	N	F		Motion to approve.		O, W, V, N, F		

37. Discussion and possible action on funding options for a part-time position at the County Auditor's Office.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-172	N	F		Motion to approve P/T 4 th Asst.		O, W, V, N, F		
				@ \$15.00 @ hour not to exceed				
				200 hours to be paid from the				
				Salaries line item.				

Ana Markowski Smith, County Attorney

38. Discussion and possible action regarding the use of a county credit to pay for online subscription search services with the United States Federal Courts and the Texas Secretary of State.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-173	N	F		Motion to approve as presented.		O, W, V, N, F		

39. Discussion and possible action regarding formalizing the private use of county buildings pursuant to Texas Government Code §41.011 and Texas Local Government Code §291.006.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-174	N	V		Motion to approve private use		O, W, V, N, F		
				of County office by Ass't County				
				Attorney and/or Ass't District				
				Attorney with proper reporting				
				To the County Auditor.				

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VASQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

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

- 40. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1), consultation regarding contemplated litigation and possible action in open session thereafter.
- 41. 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.
- 42. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.072, consultation to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

EXECUTIVE SESSION: <u> v </u> §551.071(1) <u> </u> §551.071(1) (A) <u> v </u> §551.071(2) <u> AM </u> §551.071(1) (B) <u> v </u> §551.072 <u> </u>
OTHER <u> </u> BEGAN @ <u> 9:40 AM </u> ENDED @ <u> 10:00 AM </u> BREAK @ <u> </u> RESUMED @ <u> </u> ACTION AFTER EX: <u> </u>

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				No action taken.				

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.

43. Approve subdivision plats.

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

44. Approve Certificates of Compliance.

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

45. Approve monthly reports from elected officials.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-175	F	N		Motion to approve as presented		O, W, V, N, F		

MOTION KEY: JUDGE OWENS=O; COMM WARDLAW=W; COMM VASQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

49. Approve bills for payment.

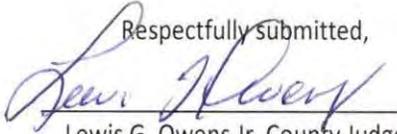
ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
19-176	N	F		Motion to approve.		O,W,V,N,F		

50. Commissioners' comments.

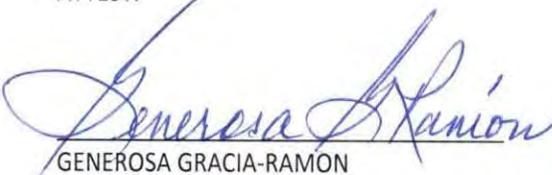
51. County Judge's comments.

52. Adjourn.

The foregoing, recorded in Volume 53, pages 416-727, inclusive, was on this the 20TH day of MARCH A.D. 2019, read and is hereby **APPROVED**.

Respectfully submitted,

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

ATTEST:


 GENEROSA GRACIA-RAMON
 COUNTY CLERK



MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VASQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

County of Val Verde



Lewis G. Owens Jr.
County Judge

400 Pecan Street
Del Rio, TX 78840
Email: lowens@valverdecountry.texas.gov

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

AGENDA/NOTICE
VAL VERDE COUNTY COMMISSIONERS COURT
MARCH 6, 2019 REGULAR TERM

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

March 6, 2019 at 9:00am

1. Call to order.
2. Determination that a quorum is present.
3. Pledge of allegiance.
4. Approval of minutes from previous meetings.
5. 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:

Lewis G. Owens Jr., County Judge

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11. Discussion and possible action regarding the contract for services to operate the Battered Women's Shelter.

Martin Wardlaw & Juan Carlos Vazquez, County Commissioners Pct. 1 & 2

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Gustavo Flores, County Commissioners Pct. 4

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Generosa Gracia-Ramon, County Clerk

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- G. Hilda Lopez, JP Pct. 4, requesting the issuance of checks to Debra Garcia, Deputy Clerk I, with a salary of \$22,072.05, effective March 4, 2019. Ms. Garcia is replacing Ruth Weeks who resigned.

Matthew Weingardt, County Auditor

- 36. Monthly County Auditor's Report.
- 37. Discussion and possible action on funding options for a part-time position at the County Auditor's Office.

Ana Markowski Smith, County Attorney

- 38. Discussion and possible action regarding the use of a county credit to pay for online subscription search services with the United States Federal Courts and the Texas Secretary of State.
- 39. Discussion and possible action regarding formalizing the private use of county buildings pursuant to Texas Government Code §41.011 and Texas Local Government Code §291.006.

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

- 40. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1), consultation regarding contemplated litigation and possible action in open session thereafter.
- 41. 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.

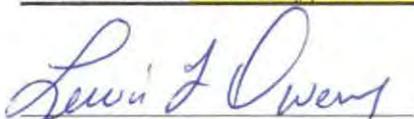
42. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.072, consultation to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

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.

- 43. Approve subdivision plats.
- 44. Approve Certificates of Compliance.
- 45. Approve monthly reports from elected officials.
- 46. Approve bills for payment.
- 47. Commissioners' comments.
- 48. County Judge's comments.
- 49. Adjourn.

FILED
2019 FEB 28 P 3:25
GENERIC
VAL VERDE COUNTY CLERK
BY: MIA DEPUT

Our next Regular Commissioners Court Meeting will be March 20, 2019 @ 9:00 a.m.; Agenda Items are due Thursday, March 14, 2019 @ 12:00 noon.


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

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON FEBRUARY 28, 2019: AT 3:25 AM/PM

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 14th day of MARCH, 2019 at 12:00 o'clock NOON and recorded in the minutes of the Val Verde County Commissioner's Court.

SEAL



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

WHITEHEAD MEMORIAL MUSEUM

#6

A City/County Museum

1308 South Main Street

Del Rio, TX 78840

www.WhiteheadMuseum.Org
WhiteheadMemorialMuseum@Yahoo.com
Michael.Diaz@WhiteheadMuseum.org

Tel: (830) 774-7568

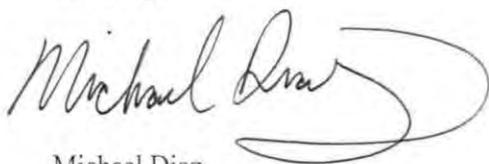
2/26/2019

Honorable Judge Lewis Owens
400 Pecan St.
Del Rio, Texas

Dear Judge Owens,

I am asking for a letter from Val Verde County, the owners of the Museum grounds, giving the Whitehead Memorial Museum permission to obtain a Beer & Wine License from TABC and sell beer & wine on the grounds of the museum for our annual Cajun Fest Fundraiser on Saturday April 06, 2019 from 5:00pm-11:59pm.

Sincerely,



Michael Diaz
Director
Whitehead Memorial Museum

A small frontier village in the middle of Del Rio, Texas

MEMORANDUM OF UNDERSTANDING

BETWEEN

VAL VERDE COUNTY

AND

63rd/83rd JUDICIAL DISTRICT JUVENILE PROBATION DEPARTMENT

This Memorandum of Understanding (MOU) is entered by and between the County of Val Verde, Texas (VVCO) and the 63rd/83rd Judicial District Juvenile Probation Department (Juvenile Probation Department) as approved by the Val Verde County Commissioners Court on March 6, 2019.

Purpose

The purpose of this MOU is to provide the Juvenile Probation Department with resources necessary for the operation of the Juvenile Probation Department. VVCO has resources available that can assist the Juvenile Probation Department with operations. The Juvenile Probation Department requires human resources services; health, dental, general liability and vehicle insurance coverage, workers compensation coverage; retirement benefits; and services relating to the purchase and/or use of motor vehicles. Employees of the Juvenile Probation Department are not employees of Val Verde County. Thus, the need for this MOU.

Reporting

The VVCO Human Resources Department shall maintain records relating to recruitment, employment, and processing Juvenile Probation Department employees as well as records relating to health insurance, dental insurance and retirement benefits. The VVCO Risk Management Department shall maintain records relating to workers compensation coverage, general liability insurance and vehicle insurance covering Juvenile Probation Department employees. The VVCO Purchasing Agent shall maintain records relating to motor vehicles purchased by or on behalf of the Juvenile Probation Department.

The Juvenile Probation Department shall maintain its own set of records supporting the recruitment and hiring of employees, the cost of providing employees with VVCO health insurance, dental insurance, retirement benefits, workers compensation coverage and general liability insurance. It shall maintain its own set of records regarding the purchase and use of motor vehicles and records supporting the purchasing of motor vehicles and reimbursement to VVCO for the purchase of motor vehicles.

Roles and Responsibilities:

VVCO shall:

- Provide the Juvenile Probation Department assistance with human resources services to enable it to recruit, hire, process employees and maintain its personnel records in the same manner as VVCO employees are recruited, hired, processed and have their personnel records maintained;
- Assist Juvenile Probation Department employees with completing required legal documents such as W-4s and I9s through its human resources department and reporting employment of new employees to the Texas Office of the Attorney General, Child Support Division;

- Assist Juvenile Probation Department employees with completing forms required for enrollment in health insurance, dental insurance, retirement benefits and direct deposit forms through its human resources department;
- Enroll Juvenile Probation Department employees in VVCO's health and dental insurance policy through its human resources department;
- Enroll Juvenile Probation Department employees in VVCO's retirement benefits through its human resources department;
- Enroll Juvenile Probation Department in the county's workers compensation program through its risk management department;
- Provide general liability insurance to cover Juvenile Probation Department employees;
- Provide vehicle insurance insuring vehicles used by Juvenile Probation Department employees;
- Provide purchasing services for the purchase and/or use of motor vehicles by Juvenile Probation Department employees through its purchasing agent; and
- Provide the Juvenile Probation Department with an invoice with payment due for services provided 30 days prior to the date the payment is due.

The Juvenile Probation Department shall:

- Provide the Human Resources Department with a job description, hire date, rate of pay and employment status of each job opening at least five (05) business days before the position is required to be posted;
- Provide VVCO's Human Resources Department with notice of any separation of employment by any employee within five (05) business days;
- Provide VVCO's Risk Management Department with a list of current employees who are required to be covered by general liability insurance and workers compensation benefits and report any additions or deletions to the employee list within five (05) business days of the employee's hire date or termination date;
- Report any incident requiring general liability insurance, motor vehicle coverage and workers compensation coverage no later than 24 hours that the incident occurred to VVCO's Risk Management Department; and
- Remit payment to VVCO's County Treasurer annually.

Duration

This MOU shall commence on October 1, 2018 and will terminate on September 30, 2021.

This MOU is the complete agreement between the County of Val Verde and the 63rd/83rd Judicial Department and may be amended only by written agreement signed by the authorized representative of each party.

Cost

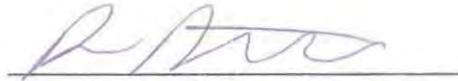
The cost for providing these services by VVCO is \$226.36/employee/year for Human Resources Services. All other costs such as insurance and purchasing services will be reimbursed as actual costs.

Approval

Each undersigned below certifies that he or she fully read, and will adhere to the terms and conditions of, the above Memorandum of Understanding.

Authorized Official for County of Val Verde:

FOR VAL VERDE COUNTY



Honorable Robert "Beau" Nettleton
County Commissioner, Pct. 3
400 Pecan Street
Del Rio, Texas 78840
Tel: (830)774-7501
Fax: (830)774-9406

**FOR 63rd/83rd JUDICIAL DISTRICT
JUVENILE PROBATION DEPARTMENT**



Jesus Rogelio Soto
Chief Juvenile Probation Officer
200 Griner Street
Del Rio, Texas 78840
Tel: (830) 774-7557
Fax: (830) 775-2392
email: jsoto@63rd-83rd-juvenileprobation.org

MEMORANDUM OF UNDERSTANDING

BETWEEN

VAL VERDE COUNTY

AND

63rd/83rd JUDICIAL DISTRICT JUVENILE PROBATION DEPARTMENT

This Memorandum of Understanding (MOU) is entered by and between the County of Val Verde, Texas (VVCO) and the 63rd/83rd Judicial District Juvenile Probation Department (Juvenile Probation Department) as approved by the Val Verde County Commissioners Court on March 6, 2019.

Purpose

The purpose of this MOU is to provide the Juvenile Probation Department with resources necessary for the operation of the Juvenile Probation Department. VVCO has resources available that can assist the Juvenile Probation Department with operations. The Juvenile Probation Department requires IT services and VVCO is able to provide those services.

Reporting

The Val Verde County IT Department shall maintain records relating to services provided to the Juvenile Probation Department and make them available when needed.

Roles and Responsibilities:

VVCO shall:

- Provide the Juvenile Probation Department with support and maintenance for nine (09) units (describe units) at a cost of \$260.00 each;
- Provide the Juvenile Probation Department with Network/Peripheral support at a shared expense with the 63rd/83rd Judicial Adult Community Supervision Department of \$1,800.00;
- Provide the Juvenile Probation Department with SonicWALL Comprehensive Gateway Security Suite Bundle for TZ500 2 year at a shared expense with the 63rd/83rd Judicial Adult Community Supervision Department of \$1,250.00;
- Provide the Juvenile Probation Department with Symantec Endpoint Protection Renewable Annually at a shared expense with the 63rd/83rd Judicial Adult Community Supervision Department of \$900.00; and

- Provide the Juvenile Probation Department with an invoice with payment due for services provided 30 days prior to the date the payment is due.

The Juvenile Probation Department shall:

- Provide the IT Department with a written request for services as needed; and
- Remit payment to VVCO's County Treasurer annually.

Duration

This MOU shall commence on March 6, 2019 and will terminate on March 5, 2022.

This MOU is the complete agreement between the County of Val Verde and the 63rd/83rd Judicial Juvenile Probation Department and may be amended only by written agreement signed by the authorized representative of each party.

Cost

The cost for providing these services by VVCO is \$4,315.00 annually. All other costs not contemplated in this MOU will be reimbursed as actual costs.

Approval

Each undersigned below certifies that he or she fully read, and will adhere to the terms and conditions of, the above Memorandum of Understanding.

FOR VAL VERDE COUNTY

**FOR 63rd/83rd JUDICIAL DISTRICT
JUVENILE PROBATION DEPARTMENT**



Honorable Robert "Beau" Nettleton
County Commissioner, Pct. 3
400 Pecan Street
Del Rio, Texas 78840
Tel: (830)774-7501
Fax: (830)774-9406



Jesus Rogelio Soto
Chief Juvenile Probation Officer
200 Griner Street
Del Rio, Texas 78840
Tel: (830) 774-7557
Fax: (830) 775-2392
email: jsoto@63rd-83rd-juvenileprobation.org

MEMORANDUM OF UNDERSTANDING

BETWEEN

VAL VERDE COUNTY

63rd/83rd JUDICIAL DISTRICT

ADULT COMMUNITY SUPERVISION DEPARTMENT

This Memorandum of Understanding (MOU) is entered by and between the County of Val Verde, Texas (VVCO) and the 63rd/83rd Judicial District Adult Community Supervision Department (Community Supervision Department) as approved by the Val Verde County Commissioners Court on March 6, 2019.

Purpose

The purpose of this MOU is to provide the Community Supervision Department with resources necessary for the operation of the Community Supervision Department. VVCO has resources available that can assist the Community Supervision Department with operations. The Community Supervision Department requires human resources services; health, dental, general liability and vehicle insurance coverage, workers compensation coverage; retirement benefits; and services relating to the purchase and/or use of motor vehicles. Employees of the Community Supervision Department are not employees of Val Verde County. Thus, the need for this MOU.

Reporting

The VVCO Human Resources Department shall maintain records relating to recruitment, employment, and processing Community Supervision Department employees as well as records relating to health insurance, dental insurance and retirement benefits. The VVCO Risk Management Department shall maintain records relating to workers compensation coverage, general liability insurance and vehicle insurance covering Community Supervision Department employees. The VVCO Purchasing Agent shall maintain records relating to motor vehicles purchased by or on behalf of the Community Supervision Department.

The Community Supervision Department shall maintain its own set of records supporting the recruitment and hiring of employees, the cost of providing employees with VVCO health insurance, dental insurance, retirement benefits, workers compensation coverage and general liability insurance. It shall maintain its own set of records regarding the purchase and use of motor vehicles and records supporting the purchasing of motor vehicles and reimbursement to VVCO for the purchase of motor vehicles.

Roles and Responsibilities:

VVCO shall:

- Provide the Community Supervision Department assistance with human resources services to enable it to recruit, hire, process employees and maintain its personnel records in the same manner as VVCO employees are recruited, hired, processed and have their personnel records maintained;
- Assist Community Supervision Department employees with completing required legal documents such as W-4s and I9s through its human resources department and reporting employment of new employees to the Texas Office of the Attorney General, Child Support Division;

- Assist Community Supervision Department employees with completing forms required for enrollment in health insurance, dental insurance, retirement benefits and direct deposit forms through its human resources department;
- Enroll Community Supervision Department employees in VVCO's health and dental insurance policy through its human resources department;
- Enroll Community Supervision Department employees in VVCO's retirement benefits through its human resources department;
- Enroll Community Supervision Department in the county's workers compensation program through its risk management department;
- Provide general liability insurance to cover Community Supervision Department employees;
- Provide vehicle insurance insuring vehicles used by Community Supervision Department employees;
- Provide purchasing services for the purchase and/or use of motor vehicles by Community Supervision Department employees through its purchasing agent; and
- Provide the Community Supervision Department with an invoice with payment due for services provided 30 days prior to the date the payment is due.

The Community Supervision Department shall:

- Provide the Human Resources Department with a job description, hire date, rate of pay and employment status of each job opening at least five (05) business days before the position is required to be posted;
- Provide VVCO's Human Resources Department with notice of any separation of employment by any employee within five (05) business days;
- Provide VVCO's Risk Management Department with a list of current employees who are required to be covered by general liability insurance and workers compensation benefits and report any additions or deletions to the employee list within five (05) business days of the employee's hire date or termination date;
- Report any incident requiring general liability insurance, motor vehicle coverage and workers compensation coverage no later than 24 hours that the incident occurred to VVCO's Risk Management Department; and
- Remit payment to VVCO's County Treasurer annually.

Duration

This MOU shall commence on October 1, 2018 and will terminate on September 30, 2021.

This MOU is the complete agreement between the County of Val Verde and the 63rd/83rd Judicial Department and may be amended only by written agreement signed by the authorized representative of each party.

Cost

The cost for providing these services by VVCO is \$226.36/employee/year for Human Resources Services. All other costs such as insurance and purchasing services will be reimbursed as actual costs.

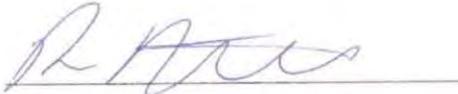
Approval

Each undersigned below certifies that he or she fully read, and will adhere to the terms and conditions of, the above Memorandum of Understanding.

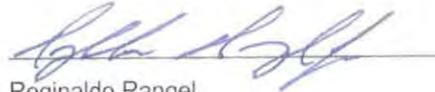
Authorized Official for County of Val Verde:

FOR VAL VERDE COUNTY

**FOR 63rd/83rd JUDICIAL DISTRICT
COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENT**



Honorable Robert "Beau" Nettleton
County Commissioner, Pct. 3
400 Pecan Street
Del Rio, Texas 78840
Tel: (830)774-7501
Fax: (830)774-9406



Reginaldo Rangel
Director
200 Griner Street
Del Rio, Texas 78840
Tel: (830) 774-7555
Fax: (830) 775-4854
email: rrangel@valverdecscd.org

MEMORANDUM OF UNDERSTANDING
 BETWEEN
 VAL VERDE COUNTY
 AND
 63rd/83rd JUDICIAL DISTRICT
 ADULT COMMUNITY SUPERVISION DEPARTMENT

This Memorandum of Understanding (MOU) is entered by and between the County of Val Verde, Texas (VVCO) and the 63rd/83rd Judicial District Adult Community Supervision Department (Community Supervision Department) as approved by the Val Verde County Commissioners Court on March 6, 2019.

Purpose

The purpose of this MOU is to provide the Community Supervision Department with resources necessary for the operation of the Community Supervision Department. VVCO has resources available that can assist the Community Supervision Department with operations. The Community Supervision Department requires IT services and VVCO is able to provide those services.

Reporting

The Val Verde County IT Department shall maintain records relating to services provided to the Community Supervision Department and make them available when needed.

Roles and Responsibilities:

VVCO shall:

- Provide the Community Supervision Department with support and maintenance for seventeen (17) units (describe units) at a cost of \$260.00 each;
- Provide the Community Supervision Department with Network/Peripheral support at a shared expense with the 63rd/83rd Juvenile Probation Department of \$1,800.00;
- Provide the Community Supervision Department with SonicWALL Comprehensive Gateway Security Suite Bundle for TZ500 2 year at a shared expense with the 63rd/83rd Judicial Juvenile Probation Department of \$1,250.00;

- Provide the Community Supervision Department with Symantec Endpoint Protection Renewable Annually at a shared expense with the 63rd/83rd Judicial Juvenile Probation Department of \$900.00; and
- Provide Community Supervision Department with an invoice with payment due for services provided 30 days prior to the date the payment is due.

The Community Supervision Department shall:

- Provide the IT Department with a written request for services as needed; and
- Remit payment to VVCO's County Treasurer annually.

Duration

This MOU shall commence on March 6, 2019 and will terminate on March 5, 2022.

This MOU is the complete agreement between the County of Val Verde and the 63rd/83rd Judicial Community Supervision Department and may be amended only by written agreement signed by the authorized representative of each party.

Cost

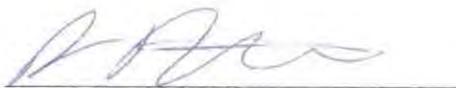
The cost for providing these services by VVCO is \$6,395.00 annually. All other costs not contemplated in this MOU will be reimbursed as actual costs.

Approval

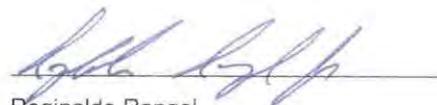
Each undersigned below certifies that he or she fully read, and will adhere to the terms and conditions of, the above Memorandum of Understanding.

FOR VAL VERDE COUNTY

**FOR 63rd/83rd JUDICIAL DISTRICT
COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENT**



Honorable Robert "Beau" Nettleton
County Commissioner, Pct. 3
400 Pecan Street
Del Rio, Texas 78840
Tel: (830)774-7501
Fax: (830)774-9406



Reginaldo Rangel
Director
200 Griner Street
Del Rio, Texas 78840
Tel: (830) 774-7555
Fax: (830) 775-4854
email: rrangel@valverdecscd.org



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

505 East Huntland Drive
Suite 250
Austin, TX 78752

512.454.8716 PHONE

512.454.2433 FAX

www.TRCSolutions.com

#12

February 28, 2019

Honorable Lewis Owens, County Judge
Val Verde County
400 Pecan Street
Del Rio, Texas 78840

RE: Escondido and San Felipe Water Lines Project (Materials Only)
TxCDBG Contract No. 7218075
Bid Award Recommendation

Dear Judge Owens:

One (1) sealed bid was received at the Val Verde County Courthouse on February 19, 2019, at 2:00 P.M. for the above-referenced project, as shown on the attached bid tabulation.

Core and Main has experience working on similar projects. It is recommended that Core and Main be awarded the materials only project for the amount of \$313,814.62.

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

Sincerely,

H. Craig Bell, P.E.
Austin CES Practice Leader

Enclosures

Val Verde County
 Escondido/San Felipe Water Line Improvements
 (Pipeline Material Supply Only)
 Contract No. 7218075
 Bid Tabulation
 February 19, 2019 - 2:00 PM

ETRC

#12

Item	Item Description	Qty.	Unit	Unit Price	Total
BASE BID PROPOSAL					
P.1.	8" DR 18 C-900 PVC Water Main	18,529	LF	\$7.29	\$135,076.41
P.2.	6" DR 18 C-900 PVC Water Main	273	LF	\$4.45	\$1,214.85
P.3.	2" Sch. 80 PVC Water Main	97	LF	\$1.53	\$148.41
P.4.	16" O.D. x 3/8" Casing Pipe	90	LF	\$61.88	\$5,569.20
P.5.	8" x 16" Casing Spacers	14	EA	\$64.40	\$901.60
P.6.	Furnishing Casing End Seals	2	EA	\$50.00	\$100.00
P.7.	8" AWWA C-515 Resilient Seal Gate Valve	21	EA	\$1,004.87	\$21,102.27
P.8.	6" AWWA C-515 Resilient Seal Gate Valve	38	EA	\$668.69	\$25,410.22
P.9.	12" x 8" AWWA C-110 Joint Reducer	1	EA	\$305.20	\$305.20
P.10.	8" AWWA C-110 Plug Fittings	5	EA	\$80.82	\$404.10
P.11.	8" AWWA C-110 Plug Fittings with 2" Tap	1	EA	\$100.32	\$100.32
P.12.	12" x 8" Tapping Saddle Connection	1	EA	\$1,210.20	\$1,210.20
P.13.	8" AWWA C-110 Joint Tee	4	EA	\$377.56	\$1,510.24
P.14.	8" x 6" AWWA C-110 Joint Reducer	38	EA	\$185.02	\$7,030.76
P.15.	8" AWWA C-110 45° Bend Fittings	18	EA	\$231.04	\$4,158.72
P.16.	8" AWWA C-110 22.5° Bend Fittings	10	EA	\$228.54	\$2,285.40
P.17.	8" AWWA C-110 11.25° Bend Fittings	6	EA	\$220.04	\$1,320.24
P.18.	6" AWWA C-110 90° Bend Fittings	9	EA	\$212.20	\$1,909.80
P.19.	Fire Hydrant Materials	38	EA	\$2,134.41	\$81,107.58
P.20.	Air Release Valve Assemblies	1	EA	\$1,328.04	\$1,328.04
P.21.	1" Water Meter Assemblies	22	EA	\$206.35	\$4,539.70
P.22.	1" Backflow Preventer Assemblies	22	EA	\$344.40	\$7,576.80
P.23.	1" SDR-9 Polyethylene Tubing Service Line	500	LF	\$12.57	\$6,285.00
P.24.	Inductive Tracer Detection Wire	18,913	LF	\$0.12	\$2,269.56
P.25.	Silt Fence	1,000	LF	\$0.95	\$950.00
TOTAL BASE BID					\$313,814.62

Core & Main, LP
 13790 Judson Road
 San Antonio, Texas 78233

CONTRACT DOCUMENT

PROPOSAL * SPECIFICATIONS * CONTRACT * BOND FORMS

* * * * *

VAL VERDE COUNTY
DEL RIO, TEXAS

ESCONDIDO/SAN FELIPE WATER LINE IMPROVEMENTS
(PIPELINE MATERIAL SUPPLY ONLY)
TXCDBG CONTRACT NO. 7218075

* * * * *

COUNTY COMMISSIONERS

Lewis Owens, County Judge

Precinct 1	Precinct 2	Precinct 3	Precinct 4
Martin Wardlaw	Juan Carlos Vazquez	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)

JANUARY 2019

TRC PROJECT NO. 285593



Hal Craig Bell

CONTRACT DOCUMENT

PROPOSAL * SPECIFICATIONS * CONTRACT * BOND FORMS

* * * * *

VAL VERDE COUNTY
DEL RIO, TEXAS

ESCONDIDO/SAN FELIPE WATER LINE IMPROVEMENTS
(PIPELINE MATERIAL SUPPLY ONLY)
TXCDBG CONTRACT NO. 7218075

* * * * *

COUNTY COMMISSIONERS

Lewis Owens, County Judge

Precinct 1	Precinct 2	Precinct 3	Precinct 4
Martin Wardlaw	Juan Carlos Vazquez	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)

JANUARY 2019

TRC PROJECT NO. 285593



Hal Craig Bell

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CERTIFICATE OF INTERESTED PARTIES FORM 1295	
CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ	
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ADVERTISEMENT AND INVITATION FOR BIDS

Sealed proposals addressed to the Honorable Lewis Owen, County Judge and County Commissioners of Val Verde County, Texas will be received at the Val Verde County Purchasing Department, Attention Mr. Roy Musquiz, Val Verde County Purchasing Agent, Val Verde County Courthouse, 3rd Floor, 400 Pecan Street, Del Rio, Texas 78840, until **2:00 P.M. on February 19, 2019** for the supply of materials for the **Escondido/San Felipe Water Line Improvements (Pipeline Materials Supply Only), TxCDBG Contract No. 7218075**, 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 materials include approximately 18,619 L.F. of 8" PVC water main, 273 L.F. of 6" PVC water main, 90 L.F. of 16" OD x 3/8" thick steel casing pipe, air release valve, gate valves, fire hydrants, water meters, and all necessary fittings and appurtenances. These items are for material only bid, no construction activities are proposed for the above items. All necessary appurtenances shall be incorporated into the bid.

The material delivery site is located in the City of Del Rio, Texas at the Owner's designated site.

Bidders shall submit a bid bond by an acceptable surety in the amount of five percent (5%) of the bid issued with each bid. 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.

All Bidders who's **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 (3rd 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
Lewis Owens, County Judge**

Materials/Equipment

Instructions to Bidders

1. Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for an interpretation shall be made in writing to Val Verde County, Texas 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.

2. Alternate bid items

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

3. 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 the bid, and the bid bond 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 Grant Recipient 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.

4. Bid Modifications Prior to Bid Opening

Any Bidder may modify its bid in writing at any time prior to the scheduled closing time for receipt of bids, provided such modification is received by the Grant Recipient prior to the bid closing time. The modification should not reveal the bid price but should provide the addition, subtractions or other modifications so that the final prices or terms will not be known by the Grant Recipient until the sealed bid is open. Likewise, any Bidder may modify a bid by submitting a supplemental bid in person prior to the scheduled closing time for receipt of bids. Such supplemental bid should mention only additions or subtractions to the original bid so as to not reveal the final prices or terms to the Grant Recipient until the sealed bid is open.

5. Bid Bond

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

6. Corrections

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

7. 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.

8. Opening of Bids

The Grant Recipient shall, at the time and place fixed for the opening of bids, publicly open and read aloud each bid, irrespective of any irregularities therein.

9. 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 in accordance with the above will be returned promptly.

10. Award of Contract/Rejection of Bids

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 Grant Recipient reserves the right to reject any or all bids where such rejection is in its interest.

11. Execution of Agreement

The failure of the successful bidder to execute the agreement and supply the required bonds thirty (30) days from the date of the notice of award, or within such extended period as the Grant Recipient may grant shall constitute a default and the Grant Recipient may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the Grant Recipient 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 Grant Recipient for a refund.

12. Equal Employment Opportunity

Bidder is required to ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin, and must comply with other civil rights requirements.

13. 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 an Federal contract, grant or any other award covered by 31 USC § 1352.

SECTION P - PROPOSAL

VAL VERDE COUNTY
DEL RIO, TEXAS

ESCONDIDO/SAN FELIPE WATER LINE IMPROVEMENTS
(PIPELINE MATERIAL SUPPLY ONLY)
TXCDBG CONTRACT NO. 7218075

DATE: February 15, 2019

Gentlemen:

Having carefully examined the Instructions to Bidders, the General Conditions of the Contract, and Detailed Plans and Specifications, the undersigned Bidder hereby proposes to do all the work and furnish all necessary superintendence, labor, machinery, equipment, tools and materials, and to complete all the work this refers to, for the construction of all items listed at the prices shown for each item on the following bid schedule.

The bid schedule attached lists the various divisions of construction contemplated in the Plans and Specifications. Bid prices must be shown in Words and Figures for each item listed in the Proposal, and in the event of a discrepancy, the words shall control.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated _____ Received _____

Addendum No. 2 dated _____ Received _____

Addendum No. 3 dated _____ Received _____

All the various phases of work enumerated in the detailed specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the Contractor under one of the items listed in the bid schedule, irrespective of whether it is named in said list.

Bidder agrees to perform all of the work listed in the proposal and as described in the specifications and shown on the plans, for the following unit prices:

**VAL VERDE COUNTY
 ESCONDIDO/SAN FELIPE WATER LINE IMPROVEMENTS
 (PIPELINE MATERIAL SUPPLY ONLY)
 TXCDBG CONTRACT NO. 7218075
 SECTION P - PROPOSAL
 BASE BID PROPOSAL**

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
P.1.	18,529	L.F.	For furnishing 8" DR 18 C-900 PVC water main, for the sum of: <u>Seven</u> Dollars <u>Twenty-Nine</u> Cents (\$7.29) per linear foot	\$ 135,076.41
P.2.	273	L.F.	For furnishing 6" DR 18 C-900 PVC water main, for the sum of: <u>Four</u> Dollars <u>Forty-five</u> Cents (\$4.45) per linear foot	\$ 1,214.85
P.3.	97	L.F.	For furnishing 2" Sch. 80 PVC water main, for the sum of: <u>One</u> Dollars <u>Fifty-three</u> Cents (\$1.53) per linear foot	\$ 148.41
P.4.	90	L.F.	For furnishing 16" O.D. x 3/8" steel casing pipe with 8" DR 18 C-900 PVC carrier pipe, for the sum of: <u>Sixty-one</u> Dollars <u>Eighty-eight</u> Cents (\$61.88) per linear foot	\$ 5,569.20
P.5.	14	EA.	For furnishing 8" x 16" casing spacers, for the sum of: <u>Sixty-four</u> Dollars <u>Forty</u> Cents (\$64.40) per each	\$ 901.60

**VAL VERDE COUNTY
 ESCONDIDO/SAN FELIPE WATER LINE IMPROVEMENTS
 (PIPELINE MATERIAL SUPPLY ONLY)
 TXCDBG CONTRACT NO. 7218075
 SECTION P - PROPOSAL
 BASE BID PROPOSAL**

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
P.6.	2	EA.	For furnishing casing end seals, for the sum of: Fifty _____ Dollars Zero _____ Cents (\$50.00) per each	\$ 100.00 _____
P.7.	21	EA.	For furnishing 8" MJ AWWA C-515 Resilient Seat Gate Valves and Valve Boxes to include <u>meg-a-lug glands and gaskets</u> , for the sum of: One Thousand Four _____ Dollars Eighty-seven _____ Cents (\$1,004.87) per each	\$ 21,102.27 _____
P.8.	38	EA.	For furnishing 6" MJ AWWA C-515 Resilient Seat Gate Valves and Valve Boxes to include <u>meg-a-lug glands and gaskets</u> , for the sum of: Six Hundred Sixty-eight _____ Dollars Sixty-nine _____ Cents (\$668.69) per each	\$ 25,410.00 _____
P.9.	1	EA.	For furnishing 12" x 8" AWWA C-110 compact ductile iron mechanical joint reducer to include <u>meg-a-lug glands and gaskets</u> , for the sum of: Three Hundred Five _____ Dollars Twenty _____ Cents (\$305.20) per each	\$ 305.20 _____

**VAL VERDE COUNTY
 ESCONDIDO/SAN FELIPE WATER LINE IMPROVEMENTS
 (PIPELINE MATERIAL SUPPLY ONLY)
 TXCDBG CONTRACT NO. 7218075
 SECTION P - PROPOSAL
 BASE BID PROPOSAL**

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
P.10.	5	EA.	For furnishing 8" AWWA C-110 compact ductile iron mechanical joint plug to include <u>meg-a-lug glands and gaskets</u> , for the sum of: Eighty _____ Dollars Eighty-two _____ Cents (\$80.82) per each	\$ 404.10 _____
P.11.	1	EA.	For furnishing 8" AWWA C-110 compact ductile iron mechanical joint plug with 2" tap to include <u>meg-a-lug glands and gaskets</u> , for the sum of: One Hundred _____ Dollars Thirty-two _____ Cents (\$100.32) per each	\$ 100.32 _____
P.12.	1	EA.	For furnishing 12" x 8" Tapping Saddle Connection, double SS straps, epoxy coated cast iron saddle, for the sum of: One Thousand Two Hundred Ten _____ Dollars Twenty _____ Cents (\$1,210.20) per each	\$ 1,210.20 _____
P.13.	4	EA.	For furnishing 8" AWWA C-110 compact ductile iron mechanical joint tee to include <u>meg-a-lug glands and gaskets</u> , for the sum of: Three Hundred Seventy-seven _____ Dollars Fifty-six _____ Cents (\$377.56) per each	\$ 1,510.24 _____

**VAL VERDE COUNTY
 ESCONDIDO/SAN FELIPE WATER LINE IMPROVEMENTS
 (PIPELINE MATERIAL SUPPLY ONLY)
 TXCDBG CONTRACT NO. 7218075
 SECTION P - PROPOSAL
 BASE BID PROPOSAL**

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
P.14.	38	EA.	For furnishing 8" x 6" AWWA C-110 compact ductile iron mechanical joint reducing tee to include <u>meg-a-lug glands and gaskets</u> , for the sum of: One Hundred Eighty-five _____ Dollars Two _____ Cents (\$185.02) per each	\$ 7,030.76 _____
P.15.	18	EA.	For furnishing 8" AWWA C-110 compact ductile iron mechanical joint 45 degree bend fittings to include <u>meg-a-lug glands and gaskets</u> , for the sum of: Two Hundred Thirty-one _____ Dollars Four _____ Cents (\$231.04) per each	\$ 4,158.72 _____
P.16.	10	EA.	For furnishing 8" AWWA C-110 compact ductile iron mechanical joint 22.5 degree bend fittings to include <u>meg-a-lug glands and gaskets</u> , for the sum of: Two Hundred Twenty-eight _____ Dollars Fifty-four _____ Cents (\$228.54) per each	\$ 2,285.40 _____
P.17.	6	EA.	For furnishing 8" AWWA C-110 compact ductile iron mechanical joint 11.25 degree bend fittings to include <u>meg-a-lug glands and gaskets</u> , for the sum of: Two Hundred Twenty _____ Dollars Four _____ Cents (\$220.04) per each	\$ 1,320.24 _____

**VAL VERDE COUNTY
 ESCONDIDO/SAN FELIPE WATER LINE IMPROVEMENTS
 (PIPELINE MATERIAL SUPPLY ONLY)
 TXCDBG CONTRACT NO. 7218075
 SECTION P - PROPOSAL
 BASE BID PROPOSAL**

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
P.18.	9	EA.	For furnishing 6" AWWA C-110 compact ductile iron mechanical joint 90 degree bend fittings to include <u>meg-a-lug glands and gaskets</u> , for the sum of: Two Hundred Twelve _____ Dollars Twenty _____ Cents (\$212.20) per each	\$ 1,909.80
P.19.	38	EA.	For furnishing all materials for complete installation of Fire Hydrant Assemblies (spool length 3.5 feet), from fire hydrant boot to top of fire hydrant, reference Miscellaneous Details Sheet 27 and the specifications, to include <u>meg-a-lug glands and gaskets</u> , for a complete assembly, for the sum of: Two Thousand One Hundred Thirty-four Dollars Forty-one _____ Cents (\$2,134.41) per each	\$ 81,107.58
P.20.	1	EA.	For furnishing all materials for complete installation of Air Release Valve Assemblies, to include but not limited to precast slab, manhole riser (height to be determined by County), manhole lid, 8" ductile iron tee with meg-a-lug glands and gaskets, 8" blind flange with 2" outlet tapped, air release valve, etc. as detailed in Miscellaneous Details Sheet 28 and in the specifications, for a complete assembly, for the sum of: One Thousand Three Hundred Twenty-eight Dollars Four _____ Cents (\$1,328.04) per each	\$ 1,328.04

**VAL VERDE COUNTY
 ESCONDIDO/SAN FELIPE WATER LINE IMPROVEMENTS
 (PIPELINE MATERIAL SUPPLY ONLY)
 TXCDBG CONTRACT NO. 7218075
 SECTION P - PROPOSAL
 BASE BID PROPOSAL**

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
P.21.	22	EA.	For furnishing all materials for complete installation of 1" Water Meter Assemblies, to include but not limited to tapping saddle, corporation stop, straight round valve or angle stop valve, water meter, meter box, etc. as detailed in Miscellaneous Details Sheet 27 and in the specifications, for a complete assembly, for the sum of: <u>Two Hundred Six</u> Dollars <u>Thirty-five</u> Cents (\$206.35) per each	\$ 4,539.70
P.22.	22	EA.	For furnishing all materials for complete installation of 1" Backflow Preventer Assemblies, to include but not limited to, backflow preventer, strainer, galvanized piping, etc. as detailed in Miscellaneous Details Sheet 28 and in the specifications, for a complete assembly, for the sum of: <u>Three Hundred Forty-four</u> Dollars <u>Forty</u> Cents (\$344.40) per each	\$ 7,576.80
P.23.	500	L.F.	For furnishing 1" SDR-9 Polyethylene Tubing Service Line, for the sum of: <u>Twelve</u> Dollars <u>Fifty-seven</u> Cents (\$12.57) per linear foot	\$ 6,285.00
P.24.	18,913	L.F.	For furnishing Inductive Tracer Detection Wire for water mains, for the sum of: <u>Zero</u> Dollars <u>Twelve</u> Cents (\$0.12) per linear foot	\$ 2,269.56

VAL VERDE COUNTY
 ESCONDIDO/SAN FELIPE WATER LINE IMPROVEMENTS
 (PIPELINE MATERIAL SUPPLY ONLY)
 TXCDBG CONTRACT NO. 7218075
 SECTION P - PROPOSAL
 BASE BID PROPOSAL

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
P.25.	1,000	L.F.	For furnishing Silt Fence, for the sum of: <u>Zero</u> _____ Dollars <u>Ninety-five</u> _____ Cents (\$0.95) per linear foot	\$ <u>950.00</u>
TOTAL BASE BID PROPOSAL: (SUMMATION OF ITEMS P.1. THROUGH P.25.) <u>Three Hundred Thirteen Thousand Eight Hundred Fourteen</u> Dollars <u>Sixty-two</u> _____ Cents				<u>\$ 313,814.62</u>

EXPERIENCE RECORD

The Contractor shall list in the spaces provided below, similar projects of equal or greater dollar amount that have been installed and are in operation within the past five (5) years. Separate sheets may be attached.

No.	Location	Description (Size, Type, Length)	Contact Person Phone Number	Date of Installation
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

The Owner reserves the right to delete any bid items or portions thereof. If the Owner elects to delete any portions of the PROJECT from the contract, then the contract can be awarded on that basis.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid. Upon issuance of notice to proceed, a mutually agreed upon start date will be determined.

Enclosed with this proposal is a Certified Check for:

_____ Dollars (\$ _____)
or a Proposal(Bid) Bond in the sum of:

5% of Bid Amount _____ Dollars (\$ 5% of Bid Amount)

which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted by the Owner within ninety (90) days after bids are received and the undersigned fails to execute the contract and the required bond for the Owner within fifteen (15) days after the date said proposal is accepted, otherwise said check or bond shall be returned to the undersigned upon request.

Texas Government Code, Sections 2252.908 requires a business entity to submit a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity following the guidelines prescribed by the Texas Ethics Commission at www.ethics.state.tx.us . The law applies to contracts that require an action or vote by the governing body of the governmental entity before the contract is signed. The Form 1295 is included herein for informational purposes. The completed Form 1295 must be submitted electronically by the business entity to the state. The original of the certified Form 1295 including the certification number generated by the state must be provided before a contract can be executed.

Core and Main, LP _____ (Contractor)

By: Scott Munn _____

Printed Name



Signature

Title: Operations Manager _____

Date: February 15, 2019 _____

Address: 13790 Judson Road _____

San Antonio _____ Texas _____ 78233
City State Zip

Telephone Number: (210) 657-1632 _____

Fax Number: (210) 657-2321 _____

Email Address: brandon.smith@coreandmain.com

Statement of Statutory Compliance: Israel Verification Form

I, Scott Munn, the undersigned representative of CORE AND MAIN the "Company" being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby declare, represent, and verify under oath that the Company, under the provisions of Chapter 2270 of the Texas Government Code, as amended:

- 1. does not boycott Israel currently; and
- 2. will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001 of the Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

Scott Munn 2-15-19
 SIGNATURE OF COMPANY REPRESENTATIVE DATE

On this the 15TH day of FEBRUARY, 2019, personally appeared SCOTT MUNN, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Konnie K. Morris
 NOTARY SIGNATURE
2-15-2019
 DATE



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Core & Main LP as PRINCIPAL, and Federal Insurance Company, as SURETY are held and firmly bound unto Val Verde County, Texas hereinafter called the "Local Public Agency", in the penal sum of Five Percent of Amount Bid Dollars, (\$ 5% of amount bid), 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 February 19, 2019, for Escondido/San Felipe Water Line Improvements (Pipeline Materials Supply Only), TxCDBG Contract No. 7218075

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 15th day of February, 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.

Core & Main LP (SEAL)

(SEAL)

Attest:

Frances Rodriguez

By:

Cynthia Farrell
Cynthia Farrell, Attorney-in-Fact

Affix Corporate Seal

Federal Insurance Company

Attest: _____
Aklima Noorhassan

By: Sandra Diaz
Sandra Diaz, Attorney-in-Fact

Affix Corporate Seal

Attest: _____ By: _____

Countersigned

By N/A _____

* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the bid bond; that _____, who signed the said bond on behalf of the Principal was then _____ 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.

Corporate Seal

Title: _____

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

LIMITED POWER OF ATTORNEY

The undersigned, Core & Main LP, a Florida limited partnership (the "Company"), hereby designates Susan Welsh, KeAna Conrad, Cynthia Farrell, Frances Rodriguez, Camille Cruz, Sara Owens, Melissa Fortier, Elizabeth Sterling, Jennifer Jakaitis, Marina Tapia, Marisa Thielen and Wayne McVaugh of Aon Corporation as its attorneys in fact (referred to individually or collectively as "the Agent") on the following terms and conditions:

1. **Authority to Act.** The Agent is authorized to act for the Company under this Power of Attorney.
2. **Powers of Agent.** The Agent shall have the full power and authority to execute and deliver surety, performance, bid and payment bonds (collectively, "Bonds") in an amount not to exceed \$10,000,000.00 per Bond, upon receipt by the Agent of a written request for a Bond from an individual or individuals at the Company or its subsidiaries duly authorized to make such a request.
3. **Reliance by Third Parties.** Third parties may rely upon the representations of the Agent as to all matters regarding powers granted to the Agent. No person who acts in reliance on the representations of the Agent or the authority granted under this Power of Attorney shall incur any liability to the Company for permitting the Agent to exercise any power prior to actual knowledge that the Power of Attorney has been revoked or terminated by operation of law or otherwise.
4. **Indemnification of Agent.** No agent named or substituted in this power shall incur any liability to the Company for acting or refraining from acting under this power, except for such agent's own misconduct or negligence.
5. **Original Counterparts.** Photocopies of this signed Power of Attorney shall be treated as original counterparts.
6. **Compensation.** The Agent shall be reimbursed for reasonable expenses incurred while acting as Agent and may receive reasonable compensation for acting as Agent.

Dated: September 1, 2017

Mark Witkowski

Name: Mark Witkowski

Signed in the presence of:

Jessie Killian
Witness

Charles Zimm
Witness

Subscribed and sworn to before me on 9/1/2017

Tina A. Vitale
Notary Public, [County/State] Missouri

My commission expires: 2-29-2020

(SEAL)



CHUBB®

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Debra A. Deming, Sandra Diaz, Cynthia Farrell, Peter Healy, Francesca Kazmierczak, Kristine Mendez, Aklima Noorhassan, Frances Rodriguez and Nancy Schnee of New York, New York-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 4th day of October, 2018.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 4th day of October, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2310985
Commission Expires July 16, 2019

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 15th day of February, 2019.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2017

(in thousands of dollars)

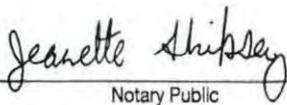
ASSETS	LIABILITIES AND SURPLUS TO POLICYHOLDERS
Cash and Short Term Investments..... \$ (78,340)	Outstanding Losses and Loss Expenses \$ 10,545,326
United States Government, State and Municipal Bonds 7,063,387	Unearned Premiums..... 2,087,124
Other Bonds..... 5,366,068	Ceded Reinsurance Premiums Payable..... 739,431
Stocks..... 134,041	Provision for Reinsurance 57,140
Other Invested Assets..... 1,006,599	Other Liabilities..... 1,044,341
TOTAL INVESTMENTS 13,491,755	TOTAL LIABILITIES 14,473,362
Investments in Affiliates:	
Chubb Investment Holdings, Inc. 3,890,677	Capital Stock..... 20,980
Great Northern Insurance Company 557,388	Paid-In Surplus..... 3,209,193
Vigilant Insurance Company..... 327,316	Unassigned Funds 4,066,505
Chubb Indemnity Insurance Company..... 171,786	
Chubb National Insurance Company 171,493	
Chubb European Investment Holdings, SLP . 119,836	SURPLUS TO POLICYHOLDERS 7,296,678
Other Affiliates 76,806	
Premiums Receivable 1,594,780	
Other Assets 1,368,203	
TOTAL ADMITTED ASSETS \$ 21,770,040	TOTAL LIABILITIES AND SURPLUS \$ 21,770,040

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
At December 31, 2017, investments with a carrying value of \$558,430,596 were deposited with government authorities
as required by law.

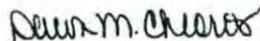
State, County & City of New York, — ss:

Dawn M. Chloros, Assistant Secretary _____ of the Federal Insurance Company
being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said
Federal Insurance Company on December 31, 2017 is true and correct and is a true abstract of the Annual Statement of said
Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2017.

Subscribed and sworn to before me
this March 1, 2018.



Notary Public



Assistant Secretary

JEANNETTE SHIPSEY
Notary Public, State of New York
No. 02SH5074142
Qualified in Nassau County
Commission Expires March 10, 2019

Policyholder Information Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Chubb's toll-free telephone number for information or to make a complaint at

1-800-36-CHUBB

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

1-800-252-3439

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 the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Chubb's para información o para someter una queja al

1-800-36-CHUBB

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

Texas Senate Bill 252
CERTIFICATION

Texas Government Code, Chapter 2252

SUBCHAPTER F. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES

I, Scott Munn (Company Representative) the undersigned representative of Core & Main, LP (Company or business name), pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is:

1. not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
2. does not have contracts with, provide supplies or services to or are doing business with Iran, Sudan, or a foreign terrorist organization.

Pursuant to Section 2252, 0.001, Texas Government Code

- a) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.
- b) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Scott Munn
Name of Company Representative (Print)

Scott Munn
Signature of Company Representative

3-22-19
Date

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, Core and Main, LP, 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

Scott Mann MANAGER

Printed Name and Title of Contractor's Authorized Official

3-22-19

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Core and Main, LP.
San Antonio, TX United States

Certificate Number:
2019-464505

Date Filed:
03/18/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Val Verde County, Texas

Date Acknowledged:

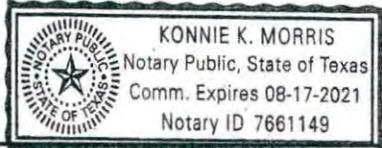
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
7218075
Material only for water line improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION
My name is Thomas Maxey, and my date of birth is 12/30/1970.
My address is 13790 Judson Rd, San Antonio TX, 78233, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.
Executed in Bexar County, State of Texas, on the 22 day of March, 2019.
(month) (year)



Konnie K. Morris
Signature of authorized agent of contracting business entity (Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 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.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

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.

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?

Yes No

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?

Yes No

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.

6 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).

7

 Signature of vendor doing business with the governmental entity

 Date

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.

CONSTRUCTION CONTRACT

THIS AGREEMENT made this the 6th day of March, 2019, by and between Core & Main, LP hereinafter called the "Supplier", and Val Verde County hereinafter called the "County."

WITNESSETH, that the Supplier and the County for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Supplier shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, Escondido/San Felipe Water Line Improvements (Pipeline Material Supply Only) for the Contract No. 7218075 Texas Community Development Block Grant (TxCDBG) project, all in strict accordance with the contract documents, all as prepared by TRC Engineers, Inc. acting and in these contract documents preparation, referred to as the "Engineer".

ARTICLE 2. The Contract Price. The County will pay the Supplier for the performance of the Contract, in current funds, subject to additions and deductions as provided in Section 109 hereof, the sum of Three Hundred Thirteen Thousand Eight Hundred Fourteen and 62/100 Dollars (\$313,814.62).

ARTICLE 3. The Contract. The executed contract documents shall consist of the following components:

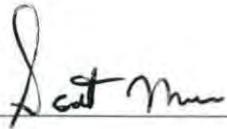
- a. This Agreement
- b. Invitation for Bids
- c. Instructions to Bidders
- d. Signed Copy of Bid
- e. General Contract Conditions
- f. Technical Specifications
- g. Drawings

ARTICLE 4. Performance. Work, in accordance with the Contract, the supplier shall be required to complete the delivery of materials in no more than two (2) deliveries, for up to 150 days after the Notice to Proceed, and within ten (10) days after the date of the written Request for Delivery notice is submitted by the County.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in four (4) original copies on the day and year first above written.

Core & Main, LP
(Supplier)

By 

Title Manager

Val Verde County
(County)

By Lee J. Owen

Title County Judge

Date 4-3-19

CORPORATE CERTIFICATIONS

I, _____, certify that I am the _____ of the corporation named as Supplier herein; that _____ who signed this Agreement on behalf of the Supplier, was the _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Seal

N/A

See Attached

Materials/Equipment

General Contract Conditions

1. Materials and Workmanship

- a) Unless otherwise specifically provided for in the Technical Specifications, all materials and articles utilized in the work shall be new and the best grade available. Where equipment, materials, or articles are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- b) The successful bidder shall furnish to the Grant Recipient for approval the manufacturer's detailed specifications for all mechanical, other special equipment and all materials or articles, together with full information as to type, performance characteristics, and all other pertinent information as required.
- c) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the Technical specifications shall have full force and effect as though printed therein.

2. Samples and Tests

- a) Approval of any materials shall be general only and shall not constitute a waiver of the Grant Recipient's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval.
- b) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 - The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
 - The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
 - The Grant Recipient will pay all other expenses.

3. Compliance with Clean Air and Federal Water Pollution Control Acts [for contracts > \$150K]

- a) Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et. seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387. Violations must be reported to the awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- b) Materials shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

STANDARD OPERATING PROCEDURES



4. The Contracts Administrator will log the contracts request and will forward all documentation to the appropriate individual on the Contracts Team for review and response.
5. A contract review will be prepared and returned to the requesting party and to the individual with signing authority (if different). Contract reviews and any communications other than addenda are for internal use only and should never be forwarded outside of Core & Main. DO NOT forward e-mails from the Legal Team or Contract Team outside of Core & Main. DO NOT forward legal comments, contract analyses, etc. outside of Core & Main. Only the addenda and redlined agreements that have NO legal comments can be disclosed outside of Core & Main.
6. After the contract is signed, upload a copy of the signed contract to the ticket, or e-mail a copy to the Contracts Administrator or the member of the Contracts Team who reviewed the contract for inclusion in the contracts Database.

6. Common Information Requests in Contracts (Reference Only):

Company Name:	Core & Main LP
Type of Organization:	Limited Partnership
Date Formed (State):	November 22, 2004 (Florida)
Federal ID #:	03-0550887
DUNS:	627564029
CAGE Code:	4NHU9
Primary NAICS:	237110

If a corporate seal is requested, the request should be marked "N/A." Core & Main is a limited partnership and is not required to have a corporate seal. Forms should not be submitted to the Contracts Team solely to request a corporate seal.

- Issued by Contracts Department September 2018

4. Equal Opportunity Clause

- a) The Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with Community Development Block Grant funds the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- b) The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

6. Age Discrimination Act of 1975.

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. Access to Records

The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts and to closeout the County's TxCDBG contract with TDA.

9. Retainage of Records [if materials are paid with CDBG funds]

Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

10. Termination for Cause [for Contracts > \$10K]

If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

11. Termination for Convenience of the County [for Contracts > \$10K]

County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

12. Liquidated Damages

Since the actual damages for any delay under this contract are impossible to determine, the Contractor shall be liable for and shall pay to the Grant Recipient the sum of Five Hundred and 00/100 Dollars (\$500.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for delivery.

13. Anti-Lobbying [*for Contracts that exceed \$100,000*]

Contractor shall file the required certification: 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 of this 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.

14. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

- a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous

places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

A1002

Val Verde County Section 3 Policy

In accordance with 12 U.S.C. 1701u Val Verde 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 the 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 an officer and representative of Val Verde County, I the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.



Efrain Valdez
Val Verde County Judge

June 27, 2018

Date

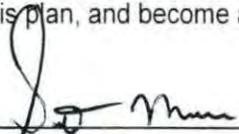
09/01/2017

Section 3 Policy

In accordance with 12 U.S.C. 1701u the Core & Main, LP 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 calendar year end 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 Core & Main, LP, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.



Signature

MANAGER 3-22-19

Title Date

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 follow-up 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
0348-0046

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: 2/15/19

Bidder (Legal Name of Firm): CORE AND MAIN LP.

Date Organized: AUGUST 1ST, 2017

Address: 1836 CRAIG PARK COURT

Date Incorporated AUGUST 1ST, 2017

Federal ID Number: 03-0550887

Number of Years in contracting business under present name: 1+

List all other names under which your business has operated in the last 10 years:
HD SUPPLY

Work Presently Under Contract:

Contract	Amount \$	Completion Date

Type of work performed by your company: WATER WORKS DISTRIBUTION

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):
N/A

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
CITY OF BRACKETVILLE	226,246.78	9/12
CITY OF BIG WELLS	88,494.22	3/16
VAL VERDE COUNTY	80,392.26	3/16

Major equipment available for this contract: MATERIAL ONLY

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

Bank References: BANK OF AMERICA

Address: 135 S. LASALLE ST., SUITE 925 Contact Name: BABC Central Post Room

City & State: CHICAGO, ILLINOIS Zip: 60603 Phone Number: 312-537-6025

Credit available: \$ _____

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 15th day of February, 2019.

Scott Mann
Signature

SCOTT MANN OPERATIONS MANAGER
Printed Name and Title

CORE AND MAIN LP.
Company Name

NOTARY STATEMENT:

Scott Munn being duly sworn, says that he is the OPERATIONS MANAGER (Position/Title) of CORE AND MAN (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 by Val Verde County in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 18th day of FEBRUARY, 2019.

Notary Public

Konnie K. Morris
Signature

Konnie K. Morris
Printed Name

My Commission Expires: 08-17-2021



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

APPLICATION FOR CREDIT

COMPANY NAME: CORE & MAIN LP

BUSINESS TYPE: DISTRIBUTOR – WATERWORKS RELATED MATERIAL

ORANIZATION STATUS: FLORIDA LIMITED PARTNERSHIP
NOVEMBER 2004

FEIN (FEDERAL EMPLOYER ID): 03-0550887

PRINCIPAL OWNERSHIP: CORE & MAIN LP
1830 CRAIG PARK COURT
ST. LOUIS, MO 63146

EXECUTIVE OFFICERS: STEPHEN O. LECLAIR CEO
MARK R. WITKOWSKI CFO

BANK REFERENCE: BANK OF AMERICA
ATTENTION: BABC CENTRAL PORTFOLIO MONITORING
135 S. LASALLE STREET, SUITE 925
IL4-135-09-27
CHICAGO, IL 60603
(312) 537-6025
FAX (312) 453-4620

TRADE REFERENCES: FORD METER BOX P.O. BOX 443 WABASH, IN 46992 (260) 563-3171 FAX (260) 563-6781
MUELLER CORPORATION P.O. BOX 671 DECATUR, IL 62525 (217) 425-7486 FAX (217) 425-7351
MCWANE CAST IRON PIPE P.O. BOX 607 BIRMINGHAM, AL 35201 (205) 322-3521 FAX (205) 324-7250
SENSUS METERING SYSTEMS 450 N. GALLATIN AVENUE UNIONTOWN, PA 15401 (724) 439-7710 FAX (724) 425-7940

DUN & BRADSTREET: 62 756 4029

OTHER: PURCHASE ORDER NUMBERS **MUST** BE PRINTED ON EACH INVOICE

BUSINESS ADDRESS:

SHIPPING: PROVIDED BY THE BRANCH PLACING THE ORDER

BILLING: EDI BILLING IS OUR PREFERENCE, OR USE
"BILL TO ADDRESS" ON PURCHASE ORDER

CORPORATE: 1830 CRAIG PARK COURT
ST. LOUIS, MO 63146

TELEPHONE: (314) 432-4700

FAX: (314) 432-8481

Signature: Stacy Gamby Print Name: Stacy Gamby
Title: Manager, Accounts Payable Date: 8-25-17

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of BEXAR)

KONNIE MORRIS, being first duly sworn, deposes and says that:

(1) He/She is SCOTT MUMM of CORE and MAIN LP, 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 VAL VERDE COUNTY (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.

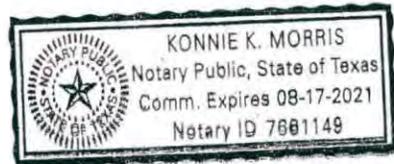
(Signed) Scott Mumm

OPERATIONS MANAGER
Title

Subscribed and sworn to me this 15th day of February.

By: Konnie K. Morris
Notary Public

My commission expires 08-17-2021



ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, Ana Markowski Smith, the duly authorized and acting legal representative of the Val Verde County, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature:  Date: 4/3/2019

Print Attorney's Name: Ana Markowski
Texas State Bar Number: 12901700

SECTION I
GENERAL INFORMATION

I.1. SCOPE OF WORK

The work to be done under this contract are for completing the material supply described herein.

I.2. TESTING OF MATERIALS

All testing of materials required under these specifications shall be performed by an approved agency for testing materials. The Bidder shall make the nomination of the laboratory and the payment for such services. The Bidder will pay for any retest required because of failure of the initial test.

I.3. REJECTED MATERIALS

All materials which have been rejected or condemned by the Inspector shall be immediately removed from the site of the work.

I.4. COOPERATION AND COORDINATION WITH PUBLIC

The Bidder shall conduct his work so as to cause the least amount of disruption to the public. Closing of any streets or lanes of traffic will be coordinated with Owner and TxDOT, if applicable. All citizens along each street will be notified by the Owner in advance of activities.

I.5. QUANTITIES

The quantities of each item on the bid proposal blank represent the approximate amount of work. No incidental items of work will be paid for unless there appears an item in the proposal. It must be strictly understood that the prices bid are for acceptable quantities.

I.6. COMPETENT WORKERS

The Bidder shall employ only competent workers for the execution of this work and all such work shall be performed under the direct supervision of an experienced superintendent.

I.7. ABBREVIATIONS

Wherever the abbreviations defined herein occur on the plans, in the specifications, contract, bonds, advertisement, proposal, or in any other document or instrument herein contemplated or to which the specifications apply or may apply, the intent and meaning shall be as follows:

A.A.S.H.O.	American Association of State Highway Officials	In. or " Lin.	Inch or Inches Linear
------------	--	------------------	--------------------------

A.S.T.M.	American Society for Testing Materials	Lb.	Pound
A.W.W.A.	American Water Works Association	M.H.	Manhole
Asph.	Asphalt	Max.	Maximum
Ave.	Avenue	Min.	Minimum
Blvd.	Boulevard	Mono.	Monolithic
D.I.	Ductile Iron	No.	Number
		%	Percent
		P.S.I.	Pounds per square inch
C.L.	Centerline	P.V.C.	Polyvinyl Chloride
C.O.	Cleanout	Reinf.	Reinforced
Conc.	Concrete	Rem.	Remove
Cond.	Conduit	Rep.	Replace
Corr.	Corrugated	R/W. or	
Cu.	Cubic	R of W	Right-of-Way
Culv.	Culvert	Sani.	Sanitary
Dia.	Diameter	Sq.	Square
Dr.	Drive or Driveway	Std.	Standard
Elev.	Elevation	St.	Street or Storm
F.	Fahrenheit	Str.	Strength
Ft. or '	Foot or Feet	Vol.	Volume
Gal.	Gallon	Yd.	Yard

In reference to such abbreviations as A.S.T.M., A.W.W.A., etc. where a specification number is referred to, the latest revision of said specification shall apply.

I.8. INSURANCE

Insurance required by the Contract Documents shall be obtained from surety or insurance companies that are duly licensed by the State of Texas and authorized by the State of Texas and the Texas Department of Insurance to issue insurance policies for the limits and coverages required.

A. General Requirements:

1. Bidder shall carry insurance for the duration of the Contract, which shall include items owned by Owner in the care, custody and control of Bidder prior to and during, and warranty period.
2. Bidder must complete and forward the required Certificates of Insurance to Owner within ten (10) days of the Date of Execution the Contract is executed.
3. All endorsements naming the Owner and Engineer as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall indicate: Val Verde County and TRC Engineers, Inc.

4. Where the Owner and Engineer are additional insured shown on any policy, it is intended that policies required in the Contract, covering both Owner, Engineer and Bidder, shall be considered primary coverage as applicable.
5. Owner and Engineer reserve the right to review the insurance requirements set forth during the effective period of this Contract.
6. Bidder shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract.
7. Bidder shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
8. If Owner-owned property is being transported or stored off-site by Bidder, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect Owner's property.
9. The insurance coverages required under this contract are required minimums and are not intended to limit the responsibility or liability of Bidder.

I.9. ISRAEL LAW

A government entity may not enter into a contract with a Company for goods or services unless the contract contains a written verification from the Company that it:

- A. Does not boycott Israel; and
- B. Will not boycott Israel during the term of the contract.

SECTION DIP
DUCTILE IRON PIPE AND FITTINGS

DIP.1. **GENERAL**

The work to be performed under this section of the specifications shall comprise the furnishing of all materials necessary in connection with the delivery of ductile iron fittings as specified herein.

DIP.2. **MATERIALS**

The supplier shall furnish and deliver materials meeting the requirements of these specifications, of the dimensions and types at the location specified by the Engineer. All materials shall be approved by the Engineer before delivery by submittal, and approved at time of delivery by the County.

DIP.3. **DUCTILE IRON PIPE AND FITTINGS**

Ductile Iron Pipe of size, class, and joint type shown on the plans will be furnished by the Contractor. All pipe furnished shall meet USA Standard A21.50, ANSI A 21.50, AWWA C150 (thickness design), or current revision. All Ductile Iron Pipe furnished shall also meet the requirements of federal specification ANSI A 21.51, AWWA C151, or current revision, minimum thickness Class 250, unless otherwise noted on the plans. Flanged Ductile Iron Pipe shall be furnished with Ductile Iron Flanges and shall conform to ANSI A21.15 and AWWA C115, minimum thickness Class 250.

Fittings shall be ductile iron and shall meet the requirements of ANSI A21.10/AWWA C110 or ANSI A21.53/AWWA C153, or current revision, and ANSI A21.11/AWWA C111. All fittings for underground service shall be Mechanical Joint, unless shown otherwise on the plans. All fittings for above ground service shall be short body flanged fittings with Class 125 flanges. All flanges shall be faced and drilled. Compact fittings will be allowed as an alternate system. Bolts, bolt circles, heads and nuts shall be standard as to quantity of material. Gaskets shall be included with all fittings and shall be made from the best quality insertion rubber 1/16 inch thick.

All joints shall be made in strict accordance with the manufacturer's specifications.

DIP.4. **LININGS AND COATINGS**

Ductile Iron Pipe and Fittings shall be cement mortar lined inside conforming to ANSI/AWWA B C104/A21.4 specifications for cement lining. Pipe and Fittings Exterior shall be bituminous coated for use underground.

DIP-1

DIP.5. POLYETHYLENE ENCASEMENT

All ductile iron or cast iron pipe, fittings, and valves will be protected with polyethylene encasement in accordance with the latest revision of AWWA C 105 specification and/or ANSI A 21.5.

In general, the following items will summarize that specification, however, the Material Supplier will follow the entire specification as if written herein:

A. The pipe encasement material will be a polyethylene film with a thickness of 8 mils. Either tube or sheet material may be used with the following widths for the various pipe sizes:

Minimum Polyethylene Width		
Dia. of Pipe	Flat Tube	Sheet
6"	20"	40"
8"	24"	48"
12"	30"	60"

B. The length tube will be sufficient to completely encase each section of pipe with at least a one-foot (1') overlap at each joint.

DIP.6. HANDLING

During loading, transportation, and unloading, care shall be taken to prevent injury to the pipe or fittings. Loading or unloading shall be so handled that the piece being moved is under perfect control at all times. Under no circumstances shall a pipe or large fitting be dropped.

DIP.7. GASKET MATERIALS

Gaskets furnished Mechanical Joints, for Water, shall be of the materials specified below:

Temperature Minimum				
Service	Joint Type	Rating	Thickness	Material
Water	M.J.	150°F	-	Styrene- Butadiene

DIP.8. GLAND MATERIALS

Glands furnished for use connecting mechanical joints of valves, fittings, tapping sleeves and fire hydrants to C900 PVC pipe shall be Meg-a-lug Series 2000PV and shall include manufacturer's recommended gasket for use with C900 PVC pipe.

SECTION W
WATER MAIN MATERIALS

W.1. SCOPE

These specifications for supply of water mains and related materials are intended to be so written that only first class workmanship and finish of the best grade and quality will result. The fact that the following specifications may fail to be so complete as to cover all details will not relieve the material supplier of full responsibility for providing materials of high quality, first class finish and appearance satisfactory for operation.

W.2. PROTECTION OF WORK

The supplier will be held responsible for the care of all material until final delivery to work site and final acceptance by the Owner, and he will be required to make good, at his own expense, any damage or injury materials may sustain for any cause prior to completed delivery and acceptance by the Owner to site. Supplier shall assume all risks from damage of every description and make no charge for damages from such cause.

W.3. MATERIALS

The supplier shall furnish and deliver materials meeting the requirements of these specifications, of the dimensions and types at the location specified by the Engineer. All materials shall be approved by the Engineer before delivery by submittal, and approved at time of delivery by the County.

W.4. INSPECTION

During the process of unloading, all pipe and accessories shall be inspected by the Owner for loss or damage in transit. No shipment shall be accepted by the Owner until notation of any lost or damaged material shall have been placed on the bill of lading by the agent of the carrier.

The supplier shall be responsible for all material furnished to him or by him and shall replace at his own expense all such material that is found to be defective in manufacturing or that has become damaged in handling after delivery by the manufacturer.

Pipe fittings, valves and other accessories shall be unloaded at the point of delivery, hauled to, and distributed at the site of the project. They shall, at all times, be handled with care to avoid damage. In loading and unloading they shall be lifted by hoists, slid, or rolled on skidways in such a manner as to avoid shock. Under no circumstances shall they be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.

Pipe shall be handled in such a manner that a minimum amount of damage to the coating will result. Damaged coating shall be replaced in a manner satisfactory to the Engineer.

W.5. DESIGN PRESSURES

Pipe and fittings for water lines shall be designed to withstand minimum internal working pressures of one hundred fifty (150) pounds per square inch unless otherwise noted in the bid proposal.

W.6. DUCTILE IRON PIPE AND FITTINGS

See Section DIP – DUCTILE IRON PIPE AND FITTINGS.

W.7.1. MATERIALS FOR WATER MAIN CONSTRUCTION

Pipe for PVC water main construction shall be polyvinyl chloride pipe, meeting the requirements of AWWA C-900. Pipe shall be blue in color (other colors not acceptable). Pipe joints shall be rubber ring type gasket in an integrated thickened bell. All other fittings 12” and smaller shall be short body ductile iron.

All pipe, fittings, valves and appurtenances shall be new. All water pipe shall be approved by the Underwriters laboratories for fire protection, approved by the National Sanitation Foundation and installed according to manufacturer’s specifications.

All fittings and valves for water main construction shall be mechanical joint.

W.7.2. WATER MAIN – RESTRAINED JOINTS

All fittings for the proposed water main projects shall include meg-a-lug restrained joints. This shall include valves and fire hydrants.

W.7.3. PVC PIPE

This specification designates general requirements for polyvinyl chloride pipe with integral thickened wall bells used primarily for conveying potable water under pressure.

All pipe furnished shall meet the requirements of AWWA C-900 or latest revisions thereof. PVC pipe must have a dimension ratio (DR) with outside diameters equivalent to cast iron pipe. Pipes shall be designed to withstand minimum internal working pressures of one hundred fifty (150) pounds per square inch at 73.4° F, and shall bear the National Sanitation Foundation Seal of approval for potable water pipe. Provisions shall be made for contraction and expansion at each joint with a rubber ring type gasket in a thickened bell as part of each joint, or a separate double bell coupling. All joints shall be made using a non-toxic lubricant in accordance with manufacturer’s recommendations.

W.8. ORIGIN OF PIPE

All pipe shall be new, and shall be manufactured within the Continental Limits of the United States of America, and shall be approved by Underwriters Laboratories, Inc. or Factory Mutual and acceptable to the Texas State Board of Insurance.

W.9. STEEL CASING PIPE

Steel Pipe shall conform to ASTM A134 with a minimum thickness of 3/8 inch for pipe with a diameter of 12 inches and greater, and 1/4 inch for pipe less than 12 inches.

Grout for void areas shall consist of 1 part Portland cement and 4 parts fine, clean sand mixed with water.

W.10.1. GATE VALVES

In general, all gate valves shall conform to the Standard Specifications for Gate Valves for Ordinary Water Works Service, AWWA C 515 or latest revision, except for changes or additions specifically outlined as follows:

1. Valves shall have mechanical joint ends. Mechanical joint pipe sizes two (2") inch to thirty-six (36") inch will use valves with bells conforming to AWWA C 111.
2. All gate valves shall be iron body, bronze mounted, resilient seat or double disc, parallel seat, non-rising stem, internal wedging type. Valves must embody the best workmanship and finish, and open and close freely and easily. In closing, the gates must move without friction to their position opposite their ports, both discs being then closed squarely against the seat rings. When valves are in full opened position, the discs shall be raised clear of the water way and provide an opening equal to the full normal diameter of the valve.
3. Gate valves shall be tested at a hydrostatic pressure of 300 pounds per square inch, and shall be guaranteed for 150 pounds water working pressure. Any leakage at the pressures through any castings or between the bronze ring and the cast iron body shall cause the said casting or assembled fitting to be rejected. No plugging or patching to stop any leakage will be permitted.
4. All gate valves shall open by turning to the left.
5. Gate valves two (2") inch to sixteen (16") inch, inclusive, shall be nut operated. Stuffing boxes shall be located on top of valve bonnet and shall be outside of the gear case.

6. All bronze metal used in the working parts of the valve, with the exception of the valve stem, shall have a tensile strength of 34,000 pounds per square inch.
7. Gate valves of the internal wedging type shall have solid wedges made of high grade bronze, having a tensile strength of at least 50,000 pounds per square inch, with wide bearing surfaces of sufficient thickness to guarantee no bending or denting under abnormal strain, and such bearing surfaces shall be ground to flat surfaces on each face.
8. Gate valve stems or spindles shall be of high-tensile strength manganese bronze, or other non-corrodible metals which produce a valve stem or spindle having tensile properties at least equal to those of Class "A", Leaded High-Strength Yellow Brass (Manganese Bronze) Sand Castings, ASTM Designation B.132.
9. A thrust collar on the spindle shall be cast integral with the spindle. A spindle having a thrust collar fastened or upset by any mechanical means is not acceptable. (There shall be provided a stem collar bushing suitably machined, to permit repacking the valve when it is in full open position. The stuffing boxes and glands shall be bronze bushed).
10. All gray iron castings shall be made from superior quality iron, of tough and even grain, having a tensile strength of not less than 30,000 pounds per square inch, without blow or sand holes or defects of any kind.
11. All gate valves installed in horizontal position whose discs do not revolve shall be equipped with bronze tracks, rollers and scrapers. Valves installed flat in vertical lines shall be equipped with bronze shoes and slides.
12. The manufacturer shall be required to furnish the Owner with certified copies of the hydrostatic tests and physical test of all metals used in the manufacture of the valves.
13. Detail prints shall be furnished on all valves.
14. Gate valves (including tapping sleeves and valves) shall be Mueller, or approved equal. All appropriate glands and gaskets shall be provided per Section DIP.

W.10.2. VALVE BOXES

For each gate valve the supplier shall furnish a valve box.

Valve boxes shall be three (3) piece screw type cast iron of the extension type and shall be similar to Mueller No. H-10360, Star Pipe Products VB562S, or an approved equal.

W.11. AIR RELEASE VALVES

Air release valves and vacuum valves, when shown on the plans or required, shall be CLA-VAL, Val-Matic, or approved equal. The inlet ends will be screwed for two (2) inch and smaller, and flanged for three (3") inch and larger.

W.12. FIRE HYDRANTS

Fire hydrants shall conform strictly to AWWA Specifications C-502 Fire Hydrants for Ordinary Water Works Service, with the following supplementary details and changes or additions:

1. Fire hydrants shall meet the requirements of the Texas State Board of Insurance.
2. Type of shut-off may be compression type with the flow or compression type against the flow.
3. Unless otherwise ordered inlet connection shall be six (6") inch standard mechanical joint hub, complete with all joint accessories. Inlet valve shall have not less than a five (5") inch opening.
4. All hydrants shall be equipped with two (2) hose nozzles and one (1) pumper nozzle. The hose nozzles shall be two and one-half (2-1/2") inch nominal I.D. National Standard Thread. Pumper nozzle shall be four (4") inch nominal I.D. National Standard Thread.
5. Unless otherwise required by pipe laying conditions, hydrants shall be furnished for a four (4') foot depth of trench.
6. A drain opening will be required and drain valves operating through gravity will not be accepted.
7. All fire hydrants shall open by turning to the left (counterclockwise).
8. All fire hydrants shall be painted with two (2) coats of paint over one (1) shop coat. Color shall be red. Fire hydrants shall be delivered from supplier painted red. No painting onsite (other than touch-up) will be allowed.
9. No hydrant will be accepted that requires less than twelve (12) turns to open.
10. Hydrants shall be of the breakable type, designed to break approximately three (3") inches, but not over five (5") inches above the ground line. These parts shall be of the breakable flange type, or integral flange with sawed bolts. Breakable flanges screwed to the standpipe are not acceptable. Flanges shall be so designed that an end wrench can be used

on the nuts and bolts. Provision shall be made in the design of the stem to disconnect the stem from the hydrant parts above the standpipe breakpoint in the event of traffic accident. If breakable or sleeve type couplings are used, they shall have sufficient torsional strength such that a torsional failure of the stem will occur at some point other than at the coupling. Design of the coupling shall be such that when the coupling is broken no parts will come loose and fall into the hydrant, and the break will not occur through the pins or bolts holding the coupling to the stem.

11. All hydrants shall be capable of being extended to accommodate future grade changes.
12. Main valve seats on compression type hydrants closing with the flow shall be of such design that incorrect positioning is impossible and that the threads will be adequately guided into position. Arrangements shall also be made to hold the main valve gasket in place during assembly.
13. All packing gland nuts shall be bronze.
14. Gaskets furnished for ground line flanges shall be full face or the flange shall be recessed to hold the gasket in place.
15. Operating stems whose threads are located in the barrel or waterway shall be of manganese, bronze, Everdur, or other high quality, non-corrodible metal, and all working parts in the waterway shall be bronze to bronze. Operating stems whose threads are not located in the barrel or waterway may be made of high grade bronze, genuine wrought iron or steel, and stem nuts shall be bronze. Iron or steel stems shall have a bronze, stainless steel or other non-corrodible metal, sleeve where passing through stuffing box or O-rings. Operating threads must be sealed against contact with the water at all times regardless of open or closed position of the main valve.
16. O-rings may be furnished in lieu of packing. They shall be the double O-ring type, designed so that the rubber rings move against a bronze surface.
17. Hydrants closing with or against the pressure must have a bronze cap nut to seal the bottom end of stem threads against contact with water.
18. Hydrants must be so constructed that the nozzle may be faced in any direction.
19. No hydrant will be considered which has not been regularly manufactured and in successful continuous use for at least ten (10) years.
20. Fire hydrants shall be Mueller, or approved equal.

W.13. JOINTING PIPE

Materials: All component parts are to be furnished with and included in the price bid for pipe. The materials consist of a circular rubber gasket of modified bulb shape in cross section.

W.14. SERVICE CONNECTION MATERIALS

The service pipe shall normally be 1 inch polyethylene (PE) tubing meeting ASTM D 2737; it shall be pressure rated at 200 psi working pressure and must bear the National Sanitation Foundation seal of approval for potable water service. Polyethylene plastics shall be Designation PE3408 (Grade P34 with hydrostatic design stress of 800 psi).

Tapping service saddle shall be 1" Mueller double strap CC thread, or pre-approved equal.

Corporation cocks and angle stops shall be 1" (1-1/2" for dual meters) Mueller H-15005, or pre-approved equal, with Mueller CC threaded tapering inlet and Insta-tite connection for IPS PE pipe on the outlet.

Water meters shall be 1" Neptune T-10 direct read, or pre-approved equal. All water meters shall also include an above ground backflow preventer, Zurn Model 375XL SAG or approved equal, on the outlet side of the water meter.

Water meter boxes shall be provided with each water meter and shall be of plastic design DFW Alliance D1300, or pre-approved equal, for a 1" water meter.

W.15. CONNECTION TO EXISTING WATER MAINS

If applicable, connections to existing water mains shall use a tapping sleeve. Tapping sleeve shall be all stainless steel with a mechanical joint outlet, JCM 439 by JCM Industries, or approved equal. Meg-a-lug gland and gasket shall be used with tapping sleeve.

W.16. TRACER WIRE

Trace wire to be fourteen (14) gauge minimum solid copper with thermoplastic insulation recommended for direct burial. Wire connectors to be 3M DBR, or approved equal, and shall be watertight to provide electrical continuity.

W.17. SUBMITTAL DATA

Submittal Procedure:

1. The Vendor shall furnish Submittals for any and all such parts of the work and equipment as set forth in the specifications and indicated on the plans.

The procedures for review of the submittals shall be as follows:

- a. The Vendor shall submit to the Engineer for his review, four (4) prints of drawings, plus whatever number of prints the Vendor desires to be returned to himself. The submitted prints shall be accompanied by a letter of transmittal, in duplicate of drawings, titles, and other requirements. The letter of transmittal shall be of the form supplied by or approved by the Engineer. If advance approval is obtained by Owner and Engineer, electronic submission of certain submittals may be acceptable.
- b. When a drawing is satisfactory to the Engineer, the number of prints the Vendor desires returned to him will be stamped or marked, "No Exceptions Taken" or "Make Corrections Noted", will be dated, and will be returned to the Vendor by letter.
- c. Should a drawing be unsatisfactory to the Engineer, he will stamp thereon "Revise and Resubmit", or "Rejected", and will return one (1) or more copies thereof to the Vendor with the necessary corrections and changes indicated. The Vendor must make such corrections and changes, and again submit at least four (4) prints of the drawings for approval. The Vendor shall revise and resubmit the working drawings, as required by the Engineer, until satisfactory review thereof is obtained.
- d. The Vendor shall allow sufficient time for preliminary review, correction, and resubmission, and final review of all working (shop) drawings. The Vendor should allow not less than fourteen (14) days for each review. Drawings of items critical to job progress, when requested in writing by the Vendor, will be given priority review.

Submittal Format:

1. Submittals shall be printed on heavy, first quality paper, 8-1/2" x 11" size with standard 3-hole punching. If pre-approved, electronic submittals may be acceptable. Drawings and diagrams shall be reduced to 8-1/2" x 11" or 11" x 17".
2. All materials and equipment submitted for review shall meet the following criteria: Each sheet of descriptive literature submitted shall be marked by the Vendor to identify the material or equipment as follows:
 - a. Equipment and materials descriptive literature and drawings shall show the specification paragraph for which the equipment applies, and shall list equipment tag numbers applicable.
 - b. Submittal sheets or drawings showing more than the particular item under consideration shall have crossed out all but the pertinent description of the item for which review is requested.
 - c. Equipment and materials descriptive literature not readily cross-referenced with the drawings or specifications shall be identified by a suitable notation.

Submittal Content:

1. The submittals shall show that all requirements of the specification section have been met. The submittals shall contain the following information as applicable:
 - a. Equipment, function, normal operating characteristics, and limiting conditions.
 - b. Assembly, installation, alignment, adjustment, and checking instructions.
 - c. Outline, cross-section, and assembly drawings; engineering data; and wiring diagrams.
 - d. Test data and performance curves, where applicable.
 - e. The operational and maintenance manual for the equipment item and/or system as designated in Table 1 below, or as required elsewhere within these specifications shall be submitted.

TABLE 1. SUBMITTAL AND O & M SUMMARY

Item Description	Submittal Required	O&M Manual Required	Working Drawing Required	O&M Instructions Required
Pipe	X			
Valves	X	X		
Fittings	X			
Fire Hydrants	X	X		
Tracer Wire	X			
Miscellaneous Water Line Items	X			

- f. Working Drawings:
 - i. Items for which working drawings are required include, but are not limited to, the non-equipment items listed in Table 1, and as set forth elsewhere within these specifications.
 - ii. The drawings shall be numbered consecutively and shall accurately and distinctly present the following:
 - a) All working and erection dimensions.
 - b) Arrangement and sectional views.
 - c) Necessary details, including complete information for making connections between functional parts.
 - d) Kinds of materials and finishes.
 - e) Parts list and description thereof.
 - iii. Each drawing shall be dated and shall bear the name of the project, names of equipment or materials, and the location where the equipment or materials are to be installed in the project. The Engineer may decline to consider any working drawings, which do not contain complete data on the work and full information on related matters.
 - iv. If working drawings show departures from the contract

requirements, the Vendor shall make specific mention thereof in a letter attached to the submittal form; otherwise, review of such submittals will not constitute acceptance of the departure from the contract.

- v. No Work called for by working drawings shall be initiated until the said drawings have been accepted by the Engineer.



TxCDBG Request for Payment

A203

#15

Grant Recipient: Val Verde County

Contract No: 7218026

Request #: Draw 6

Activity Number	Current Budget	This Request	Total Drawn	Balance	% Remaining
Match 03J	\$ -	\$ -	\$ -	\$0.00	#DIV/0!
Acquisition 03J	\$ 5,000.00	\$ -	\$ -	\$5,000.00	100.00%
Construction 03J	\$ 246,125.00	\$ -	\$ -	\$246,125.00	100.00%
Engineering 03J	\$ 47,625.00	\$ (5,494.00)	\$ (24,750.00)	\$22,875.00	48.03%
Construction 14A	\$ 9,375.00	\$ -	\$ -	\$9,375.00	100.00%
Engineering 14A	\$ 1,875.00	\$ -	\$ -	\$1,875.00	100.00%
Admin 21A	\$ 40,000.00	\$ -	\$ (14,400.00)	\$25,600.00	64.00%
Totals:	\$ 350,000.00	\$ (5,494.00)	\$ (39,150.00)	\$310,850.00	

Progress Report	Actual Date	Exhibit C Date	Revised Date	Month Diff.
Contract Start Date:		6/1/2018		
All Professional Services Contracts Awarded:	9/11/2017	8/1/2018		-10.8
4-month Conference Call:	7/15/2018	10/1/2018		-2.6
Plans and Specs Completed/Approved by Locality:	12/12/2018	12/1/2018		0.4
Environmental Review Submitted:	9/7/2018	12/1/2018		-2.8
All pre-construction Special Conditions cleared:		2/1/2019		
Construction Start:		3/1/2019		
50% of TxCDBG funds obligated:		3/1/2019		
Construction 50% Complete:		8/1/2019		
Construction 75% Complete:		11/1/2019		
Construction 90% Complete:		1/1/2020		
Construction & Final Inspection Completed:		2/1/2020		
End Date:		5/30/2020		
Project Completion Report Submitted:		7/29/2020		

Remarks / Comments:

Period Covered:	1/1/2019	to	2/2/2019	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).

Lewis G. Owens Jr.	County Judge	<i>Lewis G. Owens Jr.</i>	3-6-19
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Name of 1st Authorized Signatory Title Signature of Authorized Official Date

Matthew Weingardt	County Auditor	<i>Matthew S. Weingardt</i>	3-6-19
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Name of 2nd Authorized Signatory Title Signature of Authorized Official Date

#15

Tax Registration Number: 75-1600863



February 25, 2019
Invoice No: 74506 (Revised)

Invoice

Mr. Roy Musquiz
Purchasing Agent
Val Verde County
400 Pecan Street
Del Rio, TX 78840

Project Manager Christopher Wilde
KSA Project VVC.002 2018 STEP Grant - Water Line Extension
email copy: carl.esser@hotmail.com
Professional Services for the Period: January 1, 2019 to February 2, 2019

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Preliminary Engineering Plans	20,750.00	92.80	19,256.00	19,256.00	0.00
Final Engineering Plans	16,600.00	0.00	0.00	0.00	0.00
Final Closeout Assessment	4,150.00	0.00	0.00	0.00	0.00
Design Survey	8,000.00	68.675	5,494.00	0.00	5,494.00
Total Fee	49,500.00		24,750.00	19,256.00	5,494.00
	Total Fee				5,494.00
Additional Fees					
Overpayment - Inv 73995 (Check#2808)				-03	
Total Additional Fees				-03	-03
	Total Project Invoice Amount				\$5,493.97

cte
cte
cte
cte
2/25/19

County of Val Verde



Lewis G. Owens Jr.
County Judge

#15

400 Pecan Street
Del Rio, TX 78840
Email: lowens@valverdecountry.texas.gov

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

March 6, 2019

Mr. Ricardo Gonzalez
TxCDBG Contract Specialist
Texas Department of Agriculture
P O Box 12847
Austin, Texas 78711

RE: Val Verde County TxCDBG 7216075 Colonia Construction Fund

Dear Mr. Gonzalez:

Enclosed is a list of Water Meter Numbers with the corresponding name of each property owner for the Val Verde County TxCDBG 7216075 Water Improvement Project for Vega Verde Road First Time Water Services.

Sincerely,

A handwritten signature in cursive script that reads "Lewis G. Owens Jr.".

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

C: Esser & Company Consulting LLC

#16

CONTRACT DOCUMENTS AND
TECHNICAL SPECIFICATIONS
FOR

VAL VERDE COUNTY

2018 RIDGELINE DRIVE WATERLINE IMPROVEMENTS (PIPELINE MATERIALS SUPPLY ONLY)

TXCDBG CONTRACT NO. 7218026

KSA PROJECT NO: VVC.002

JANUARY, 2019



Christopher J. Wilde, P.E. Digitally signed by Christopher J. Wilde, P.E.
Date: 2019.01.29 12:11:19 -06'00'

Prepared by:



TBPE FIRM REGISTRATION NO. F-1356
3134 Executive Dr., Suite B
San Angelo, TX 76904
325.947.1555
www.ksaeng.com

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