



**COMMISSIONER'S COURT MINUTES**

**JANUARY 10<sup>TH</sup> REGULAR TERM, A.D. 2018**

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

**BE IT REMEMBERED** that on this the 10<sup>th</sup> day of January A.D. 2018 at 9:00 o'clock A.M., after due notice was given by posting of the attached Agenda; the Honorable Val Verde County Commissioners' Court convened in **REGULAR SESSION**. The meeting was called to order, the following members being present and constituted a quorum: Efrain V. Valdez, County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Lewis Owens, Commissioner of Precinct No. 2; Gustavo Flores, Commissioner of Precinct No. 4; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; 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 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-001	N	F		12/13/17 &		W, O, F, N, EVV		
				12/27/17 &				
				12/28/17				

5. Citizens' Comments.

- \_\_\_\_\_
- 1) None
  - 2) \_\_\_\_\_

[Clerk's note: Agenda Item #21 was taken up at this time in the meeting.]

**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 COMMISSSTIONERS COURT:**

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

**QUORUM**

COUNTY JUDGE

Yulissa Judge's Staff

\_\_\_\_\_ Judge's Staff

COMM. PRCT# 1

COMM. PRCT# 2

COMM. PRCT# 3

COMM. PRCT# 4

**ATTENDING**

**COUNTY STAFF/DEPTS:**

COUNTY ATTY

\_\_\_\_\_ COUNTY ATTY STAFF

\_\_\_\_\_ COUNTY ATTY STAFF

DISTRICT CLERK

\_\_\_\_\_ IT

SHERIFF

\_\_\_\_\_ SHERIFF'S STAFF

AUDITOR

TREASURER

PURCHASING

HR

\_\_\_\_\_ TAX COLLECTOR

RISK MGMT

\_\_\_\_\_ FIRE DEPT

\_\_\_\_\_ EMERGENCY MGMT

\_\_\_\_\_ JP #1

\_\_\_\_\_ JP #2

JP #3

\_\_\_\_\_ JP #4

OTHER/ Carl Esser

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

6. Public Hearing regarding the re-plat of Lots 15, 16, 17, 18, 19, and 20 Block I Quail Run II subdivision.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				The Judge called the scheduled hearing to order at 9:15 a.m. Presentation made by Roger Cerny. No comments were made.				
				Hearing closed at 9:16 a.m.				

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

**Efrain Valdez, County Judge**

7. Presentation by Thomas Bonin, Regional Government Manager on Road Rescue Asphalt Repair.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				No Action Taken.		W, O, F, N, EVV		

8. Discussion and possible action on fairground signs proposal.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-002	N	W		Motion to table.		W, O, F, N, EVV		

9. Discussion and possible action on the ratification of the District Attorney's audit agreement.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-003	N	F		Motion to table		W, O, F, N, EVV		

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

10. Discussion and possible action to approve a position for an Engineer Health and Public Work Director.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-004	N	F		Job order for Engineer/Risk Management/Grants Administration @ \$75,000 Job Description to be Finalized with HR.		W, O, N, F, EVV		

[Clerk's note: Motion was made after Executive Session]

**Gustavo Flores, County Commissioners Pct. 4**

11. Discussion and possible action on the results of Bids received January 5, 2018 with possible award, for TxCDBG 7216075 Colonia Construction Fund "Materials Only Bid" for Vega Verde Road Waterline Extension Project.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-005	F	N		Motion to accept Ferguson bid and authorize Judge to sign.		W, O, N, F, EVV		

12. Discussion and possible action to authorize Efrain Valdez, Val Verde County Judge to sign "Materials Only Contract" upon review by County Attorney.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-006	F	O		Motion to approve.		W, O, N, F, EVV		

**Rogelio R. Musquiz Jr., County Purchasing Agent**

13. Discussion and possible action regarding the selection committee's results from the Request of Qualifications for Professional Audit Services.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-007	N	F		Motion to approve Patillo / Brown & Hill.		W, O, N, F, EVV		

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

14. Discussion and possible action regarding the selection committee's results from the Request for Qualifications for Professional Administrative Services for the TxCDBG Colonia Self-Help Center Programs CSHC.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-008	O	N		Motion to approve.		W, O, N, F, EVV		

15. Discussion and possible action regarding the selection committee's results, of an Architectural Firm to design and develop construction plans of a County Fairgrounds ADA compliant bathrooms and Office.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-009	O	N		Motion to select Raul Padilla.		W, O, N, F, EVV		

16. Discussion and possible action regarding the payment of executed purchases not complying with current purchasing policy.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-010	N	F		Motion to approve.		W, O, N, F, EVV		

**Roger Cerny, Health Inspector**

17. Discussion and possible action on a purchase of a truck to replace truck that was declared total loss.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-011	N	F		Motion to authorize purchase with		W, O, N, F, EVV		
				Price difference to be paid from				
				Contingency fund.				

**Michael Bagley, District Attorney**

18. Discussion and possible action requesting that Commissioner's Court allow that the BPU Grant be amended to reflect investigator Steven Gallegos salary be increased as follows. The allowable amount for this position is \$50,000.00 per year.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-012	N	F		Motion to approve as presented.		W, O, N, F, EVV		
				[Actual Salary to be \$48,197.04]				

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

19. Discussion and possible action requesting that Commissioner's Court allow the presentation and request to approve/accept District Attorney's year end budget for FY 2017.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-013	N	F		Motion to accept.		W, O, N, F, EVV		

[Clerk's Note: A copy of the budget was provided for inclusion in the minutes.]

20. Discussion and possible action requesting that Commissioner's Court allow the presentation of a year end 2017 status report from the District Attorney's Office.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Presentation only.				

**Joe Frank Martinez, County Sheriff**

21. Discussion and possible action regarding the Ratification of the Modification number 8 and 9 of Intergovernmental Agreement (IGA) between United States Marshals Service and Val Verde Correctional Facility.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-014	N	F		Motion to approve and authorize Judge to sign.		W, O, N, F, EVV		

[Clerk's note: This agenda item was taken up at Agenda Item #5]

**Aaron Rodriguez, County Treasurer**

22. Monthly Treasurer's Report.

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

**Matthew Weingardt, County Auditor**

23. Monthly County Auditor's Report.

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

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

**Ana Markowski Smith, County Attorney**

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

- 24. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1)(A), attorney/client consultation regarding contemplated litigation and possible action in open session thereafter.
- 25. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1)(B), attorney/client consultation regarding a settlement offer and possible action in open session thereafter.
- 26. 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.
- 27. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.074(a)(1), attorney/client consultation to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the following employees:
  - (1) Risk Management Officer/Health Inspector;
  - (2) First Assistant County Attorney; and
  - (3) Second Assistant County Attorney possible action in open session thereafter.

EXECUTIVE SESSION: _____ §551.071(1) (A) _____ §551.071(1) (A) _____ §551.071(2) _____ §551.071(1) (B) _____ 551.072 _____  OTHER _____ BEGAN @ 9:22 AM _____ ENDED @ 10:02 AM _____ BREAK @ _____ RESUMED @ _____ _____ ACTION AFTER EX: _____
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ORDER	Motion	2 <sup>nd</sup>	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.**

28. Approve subdivision plats.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-015	O	N		Motion to approve re-plat of Lots 15,16,17,18,19, & 20, Block 1, Quail Run II Subdivision.		W, O, N, F, EVV		

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

29. Approve Certificates of Compliance.

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

30. Approve monthly reports from elected officials.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-016	N	F		Motion to approve.		W, O, N, F, EVV		

31. Approve bills for payment.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-017	N	O		Motion to approve as Presented.		W, O, N, F, EVV		

32. County Judge's comments. None.

33. Adjourn. 10:13 A.M.

The foregoing, recorded in Volume 50, pages 280-364, inclusive, was on this the <sup>24<sup>th</sup></sup>~~14<sup>th</sup>~~ day of ~~August~~ <sup>January</sup> A.D. 2018, read and is hereby **APPROVED**.

Respectfully submitted,

*Efrain Valdez*  
 Efrain Valdez, County Judge  
 Val Verde County, Texas

ATTEST:

*Generosa Gracia-Ramon*  
 GENEROSA GRACIA-RAMON  
 COUNTY CLERK



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

County of Val Verde



**Efrain V. Valdez**  
County Judge

P.O. Box 4250  
Del Rio, TX 78841  
Email: evaldez@valverdecountry.org

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

**AGENDA/NOTICE**

**VAL VERDE COUNTY COMMISSIONERS COURT**  
**January 10, 2018 REGULAR TERM**

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

**January 10, 2018 at 9:00 AM**

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.

**PUBLIC HEARING**  
**JANUARY 10, 2018 m aa AT 9:15A.M.**  
**COUNTY COURT AT LAW BUILDING 207 E. LOSOYA ST.**  
**DEL RIO, TEXAS**

6. Public Hearing regarding the re-plat of Lots 15, 16, 17, 18, 19, and 20 Block I Quail Run II subdivision.

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

**Efrain Valdez, County Judge**

7. Presentation by Thomas Bonin, Regional Government Manager on Road Rescue Asphalt Repair.
8. Discussion and possible action on fairground signs proposal.
9. Discussion and possible action on the ratification of the District Attorney's audit.
10. Discussion and possible action to approve a position for an Engineer, Health and Public Works Director.

**Gustavo Flores, County Commissioners Pct. 4**

11. Discussion and possible action on the results of bids received January 5, 2018 with possible award, for TxCDBG 7216075 Colonia Construction Fund "Materials Only Bid" for Vega Verde Road Waterline Extension Project.
12. Discussion and possible action to authorize Efrain Valdez, Val Verde County Judge to sign "Materials Only Contract" upon review by County Attorney.

**Rogelio R. Musquiz Jr., County Purchasing Agent**

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**Aaron Rodriguez, County Treasurer**

22. Monthly Treasurer's Report.

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  - (2) First Assistant County Attorney; and
  - (3) Second Assistant County Attorney
- and possible action in open session thereafter.

**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.**

28. Approve subdivision plats.

29. Approve Certificates of Compliance.

30. Approve monthly reports from elected officials.

31. Approve bills for payment.

32. County Judge's comments.

33. Adjourn.

Our next Regular Commissioners Court Meeting will be January 24, 2018, @ 9:00 a.m.; **Agenda Items are due Friday, January 19, 2018 @ 12: 00 noon.**

  
Efrain Valdez, County Judge  
Val Verde County, Texas

**THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON  
JANUARY 5, 2018: AT 4:16 PM**

2018 JAN -5 P 4: 16  
GENEROSA GRACIA-RAHON  
VAL VERDE COUNTY CLERK  
BY GR DEPUTY

FILED

P.O. Box 4250 • Del Rio, TX 78841

**CERTIFICATION**

I, the undersigned County Clerk, do hereby certify that the attached **AGENDA/NOTICE/ ADDENDUM** of the Val Verde County Commissioner's Court is a true and correct copy of the **AGENDA/NOTICE/ADDENDUM** received for filing by the County Clerk from the Val Verde County Judge on the 5th day of January, 2018 at 4:16 o'clock P. M. and recorded in the minutes of the Val Verde County Commissioner's Court.

SEAL



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



# BID OPENING

#11

OWNER: Val Verde County  
 PROJECT: Vega Verde Water Line (Material Only)  
 TxCDBG Contract No. 7216075

BID DATE: January 5, 2018  
 BID TIME: 2:00 PM  
 ENGINEER: TRC Engineers, Inc.

NAME OF BIDDER	BID BOND	TOTAL PROPOSAL	ADDITIVE ALTERNATE	TOTAL BID AND ALTERNATE
Accurate Utility Supply, LLC 281-391-8100				
BenMark Supply Company 325-692-9889				
Custom-Crete 512-662-0090				
Ferguson 210-662-4902	✓	<sup>BASE</sup> 90,113. <sup>05</sup>	1,523. <sup>39</sup>	91,636. <sup>44</sup>
HD Supply Waterworks, Ltd. 210-657-1632 <i>core termin.</i>	✓	123,999. <sup>29</sup>	799. <sup>19</sup>	124,798. <sup>48</sup>
Mid-West Flow Control Products 913-957-0404				
Morrison Supply Co. 210-892-0199				
Municipal Valve & Equipment 512-847-9725				
Rural Pipe & Supply 409-384-5800				
Taylor Power Systems 713-822-2816				
The Scruggs Company 713-649-2776				
VSI Waterworks 770-740-0800				

#12

**CONTRACT DOCUMENT**

PROPOSAL \* SPECIFICATIONS \* CONTRACT \* BOND FORMS

\* \* \* \* \*

VAL VERDE COUNTY, TEXAS  
VEGA VERDE WATER LINE  
(PIPELINE MATERIAL SUPPLY ONLY)  
TXCDBG CONTRACT NO. 7216075

COPY

\* \* \* \* \*

COUNTY COMMISSIONERS

Efrain Valdez, County Judge

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

\* \* \* \* \*



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

DECEMBER 2017

TRC PROJECT NO. 239564



*S. Jared Niermann* 12/12/17

#12

PAYMENT BOND BOND #K13529231

KNOW ALL MEN BY THESE PRESENTS that:

Ferguson Waterworks
4427 Factory Hill Drive, San Antonio, Texas 78219

a Corporation, hereinafter called Principal, and

Westchester Fire Insurance Company
436 Walnut Street, P.O. Box 1000, Philadelphia, PA 19106

hereinafter called Surety, are held and firmly bound unto

Val Verde County, Texas
400 Pecan Street, Del Rio, Texas 78840

hereinafter called OWNER, in the penal sum of Ninety-one Thousand Eight Hundred Twenty-eight and 45/100 Dollars, (\$91,828.45) in lawful money of the United States, for this payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONFIDENTIALITY OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 10th day of January, 2018, a copy of which is hereto attached and made a part hereof for the construction of:

Vega Verde Water Line (Pipeline Material Supply Only)
TxCDBG Contract No. 7216075

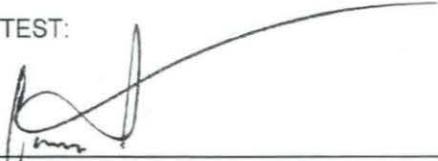
NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

#12

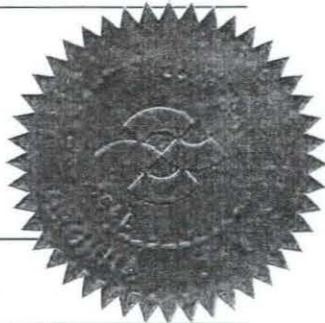
IN WITNESS WHEREOF, this instrument is executed in five (5) counter-parts, each on of which shall be deemed an original, this the 22nd day of January, 2018.

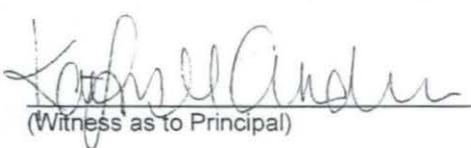
ATTEST:  
  
\_\_\_\_\_  
(Principal Secretary)

Ferguson Waterworks  
(Principal)

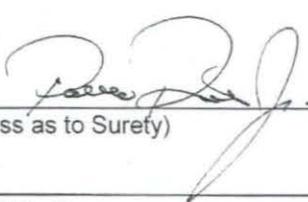
By Corey Irie

(SEAL)



  
\_\_\_\_\_  
(Witness as to Principal)  
\_\_\_\_\_  
(Address)

4427 Factory Hill Drive  
(Address)  
San Antonio, Texas 78219

ATTEST: WITNESS:  
  
\_\_\_\_\_  
(Witness as to Surety)  
\_\_\_\_\_  
Pablo Rios, Jr.  
436 Walnut Street  
Philadelphia, Pennsylvania 19106  
(Address)

Westchester Fire Insurance Company  
(Surety)  
By Wendy Lee Wadkins  
(Attorney in Fact) Wendy Lee Wadkins  
436 Walnut Street, P.O. Box 1000  
Philadelphia, PA 19106  
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

#12

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"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 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 persons 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 Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing 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 or 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.

Does hereby nominate, constitute and appoint Charles N Parsons, Christopher F Mulvaney, Mark A Lynch, Pablo Rios, Jr., Vincent J Mancini, Wendy Lee Wadkins all of the City of RADNOR, Pennsylvania, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding TWENTY FIVE MILLION DOLLARS & ZERO CENTS (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 5 day of May 2017



WESTCHESTER FIRE INSURANCE COMPANY

Signature of Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 5 day of May, 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 26, 2018

Signature of Karen E. Brandt, Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 22nd day of January 2018



Signature of Dawn M. Chloros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER MAY 05, 2019.

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.



#12

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#12

**ADVERTISEMENT AND INVITATION FOR BIDS**

Sealed proposals addressed to Efrain Valdez, Val Verde 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, 3<sup>rd</sup> Floor, 400 Pecan Street, Del Rio, Texas 78840, until **2:00 P.M. on January 5, 2018**, for the supply of materials for the **Vega Verde Water Line (Pipeline Materials Supply Only), TxCDBG Contract No. 7216075**, at which time and place will be publicly opened and read aloud. Any bid received after closing time will be returned unopened. Bids are invited for several items and quantities of work as follows:

**Principal material items include approximately 6,300 linear feet of 8" PVC water main, 100 linear feet of 6" PVC water main, 70 linear feet of 16" OD x 3/8" thick steel casing pipe with 70 linear feet of EagleLoc 900 carrier pipe, fittings, air release valves, fire hydrants, gate valves, water meters, backflow preventers, and all necessary 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 at Val Verde County Precinct #4 Road Department 1690 Cienegas Road, Del Rio, Texas 78840.**

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

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

All contractors/subcontractors which 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 the Val Verde County Courthouse, 400 Pecan Street, 3<sup>rd</sup> 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](http://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](http://www.civcastusa.com) in the Q&A portal. All addenda issued for this project will be posted on [www.civcastusa.com](http://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.

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The County Commissioners of Val Verde County reserve 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 not to exceed 60 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.

**VAL VERDE COUNTY TEXAS**  
Efrain Valdez, County Judge

## 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 for contracts that exceed \$100,000. 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.

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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.

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**SECTION P – PROPOSAL**  
**VAL VERDE COUNTY**  
**VEGA VERDE WATER LINE**  
**(PIPELINE MATERIAL SUPPLY ONLY)**  
**TXCDBG CONTRACT NO. 7216075**  
**BASE BID PROPOSAL**

**FOR FURNISHING ALL MATERIALS FOR THE PROPOSED VEGA VERDE WATER LINE**  
**DELIVERED TO VAL VERDE COUNTY PRECINCT #4 ROAD DEPARTMENT AT 1690**  
**CIENEGAS ROAD, DEL RIO, TEXAS 78840:**

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
P.1	6300	L.F.	For furnishing 8" DR 18 C-900 PVC water main, for the sum of:  Six _____ Dollars  Sixty-one _____ Cents  (\$6.61) per linear foot	\$ 41,643.00
P.2	100	L.F.	For furnishing 6" DR 18 C-900 PVC water main, for the sum of:  Five _____ Dollars  Zero _____ Cents  (\$5.00) per linear foot	\$ 500.00
P.3	35	L.F.	For furnishing 2" Sch. 80 PVC water main, for the sum of:  One _____ Dollars  Thirty-five _____ Cents  (\$1.35) per linear foot	\$ 47.25
P.4	70	L.F.	For furnishing 16" O.D. x 3/8" casing pipe with 8" EagleLoc carrier pipe, or approved equal, for the sum of:  Thirty-six _____ Dollars  Forty-two _____ Cents  (\$36.42) per linear foot	\$ 2,549.40

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**SECTION P – PROPOSAL**  
**VAL VERDE COUNTY**  
**VEGA VERDE WATER LINE**  
**(PIPELINE MATERIAL SUPPLY ONLY)**  
**TXCDBG CONTRACT NO. 7216075**  
**BASE BID PROPOSAL**

**FOR FURNISHING ALL MATERIALS FOR THE PROPOSED VEGA VERDE WATER LINE**  
**DELIVERED TO VAL VERDE COUNTY PRECINCT #4 ROAD DEPARTMENT AT 1690**  
**CIENEGAS ROAD, DEL RIO, TEXAS 78840:**

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
P.5	12	EA.	For furnishing 8" x 16" casing spacers, for the sum of:  Forty-two _____ Dollars Fifty-six _____ Cents (\$42.56) per each	\$ 510.72 _____
P.6	2	EA.	For furnishing casing end seals, for the sum of:  Forty-five _____ Dollars Thirty-nine _____ Cents (\$45.39) per each	\$ 90.78 _____
P.7	8	EA.	For furnishing 8" MJ AWWA C-515 Resilient Seat Gate Valves and Valve Boxes to include <b><u>meg-a-lug glands and gaskets</u></b> , for the sum of:  Six Hundred Forty-five _____ Dollars Zero _____ Cents (\$645.00) per each	\$ 5,160.00 _____
P.8	13	EA.	For furnishing 6" MJ AWWA C-515 Resilient Seat Gate Valves and Valve Boxes to include <b><u>meg-a-lug glands and gaskets</u></b> , for the sum of:  Four Hundred Five _____ Dollars Zero _____ Cents (\$405.00) per each	\$ 5,265.00 _____

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SECTION P – PROPOSAL				
VAL VERDE COUNTY				
VEGA VERDE WATER LINE				
(PIPELINE MATERIAL SUPPLY ONLY)				
TXCDBG CONTRACT NO. 7216075				
BASE BID PROPOSAL				
FOR FURNISHING ALL MATERIALS FOR THE PROPOSED VEGA VERDE WATER LINE				
DELIVERED TO VAL VERDE COUNTY PRECINCT #4 ROAD DEPARTMENT AT 1690				
CIENEGAS ROAD, DEL RIO, TEXAS 78840:				
ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
P.9	1	EA.	For furnishing 2" 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:  Two Hundred Five _____ Dollars Forty-seven _____ Cents  (\$205.47) per each	\$ 205.47 _____
P.10	13	EA.	For furnishing 8" x 6" MJ AWWA C-110 compact ductile iron reducing tee fittings to include <u>meg-a-lug glands and gaskets</u> , for the sum of:  Sixty-four _____ Dollars Zero _____ Cents  (\$64.00) per each	\$ 832.00 _____
P.11	1	E.A.	For furnishing 8" AWWA C-110 compact ductile iron plug to include <u>meg-a-lug glands and gaskets</u> , for the sum of:  Twenty-nine _____ Dollars Sixty-three _____ Cents  (\$29.63) per each	\$ 29.63 _____

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SECTION P – PROPOSAL				
VAL VERDE COUNTY				
VEGA VERDE WATER LINE				
(PIPELINE MATERIAL SUPPLY ONLY)				
TXCDBG CONTRACT NO. 7216075				
BASE BID PROPOSAL				
FOR FURNISHING ALL MATERIALS FOR THE PROPOSED VEGA VERDE WATER LINE				
DELIVERED TO VAL VERDE COUNTY PRECINCT #4 ROAD DEPARTMENT AT 1690				
CIENEGAS ROAD, DEL RIO, TEXAS 78840:				
ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
P.12	6	EA.	For furnishing 8" AWWA C-110 compact ductile iron 90 degree bend fittings to include <b><u>meg-a-lug glands and gaskets</u></b> , for the sum of:  Fifty-four _____ Dollars Twenty-seven _____ Cents  (\$54.27) per each	\$ 325.62 _____
P.13	12	EA.	For furnishing 8" AWWA C-110 compact ductile iron 22.5 degree bend fittings to include <b><u>meg-a-lug glands and gaskets</u></b> , for the sum of:  Forty-three _____ Dollars Seventeen _____ Cents  (\$43.17) per each	\$ 518.04 _____
P.14	6	EA.	For furnishing 8" AWWA C-110 compact ductile iron 11.25 degree bend fittings to include <b><u>meg-a-lug glands and gaskets</u></b> , for the sum of:  Thirty-nine _____ Dollars Sixteen _____ Cents  (\$39.16) per each	\$ 234.96 _____

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SECTION P – PROPOSAL				
VAL VERDE COUNTY				
VEGA VERDE WATER LINE				
(PIPELINE MATERIAL SUPPLY ONLY)				
TXCDBG CONTRACT NO. 7216075				
BASE BID PROPOSAL				
FOR FURNISHING ALL MATERIALS FOR THE PROPOSED VEGA VERDE WATER LINE				
DELIVERED TO VAL VERDE COUNTY PRECINCT #4 ROAD DEPARTMENT AT 1690				
CIENEGAS ROAD, DEL RIO, TEXAS 78840:				
ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
P.15	12	EA.	For furnishing 6" AWWA C-110 compact ductile iron 90 degree bend fittings to include <b><u>meg-a-lug glands and gaskets</u></b> , for the sum of:  Thirty-seven _____ Dollars Twenty-seven _____ Cents  (\$37.27) per each	\$ 447.24 _____
P.16	1	EA.	For furnishing 8" x 2" Tapping Saddle Connection, double SS straps, epoxy coated cast iron saddle, for the sum of:  Sixty-nine _____ Dollars Forty-nine _____ Cents  (\$69.49) per each	\$ 69.49 _____
P.17	2	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 11 and in the specifications, for a complete assembly, for the sum of:  One Thousand Eight Hundred Fifty-six _____ Dollars Ninety-nine _____ Cents  (\$1,856.99) per each	\$ 3,713.98 _____

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SECTION P – PROPOSAL				
VAL VERDE COUNTY				
VEGA VERDE WATER LINE				
(PIPELINE MATERIAL SUPPLY ONLY)				
TXCDBG CONTRACT NO. 7216075				
BASE BID PROPOSAL				
FOR FURNISHING ALL MATERIALS FOR THE PROPOSED VEGA VERDE WATER LINE				
DELIVERED TO VAL VERDE COUNTY PRECINCT #4 ROAD DEPARTMENT AT 1690				
CIENEGAS ROAD, DEL RIO, TEXAS 78840:				
ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
P.18	13	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 11 and in the specifications, to include <b><u>meg-a-lug glands and gaskets</u></b> , for a complete assembly, for the sum of:  One Thousand Five Hundred Twelve Dollars Forty Cents (\$1,512.40) per each	\$ 19,661.20
P.19	6	EA.	For furnishing all materials for complete installation of 3/4" 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 11 and in the specifications, for a complete assembly, for the sum of:  Two Hundred Twenty-seven Dollars Eighty-three Cents (\$227.83) per each	\$ 1,366.98

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**SECTION P – PROPOSAL**  
**VAL VERDE COUNTY**  
**VEGA VERDE WATER LINE**  
**(PIPELINE MATERIAL SUPPLY ONLY)**  
**TXCDBG CONTRACT NO. 7216075**  
**BASE BID PROPOSAL**

**FOR FURNISHING ALL MATERIALS FOR THE PROPOSED VEGA VERDE WATER LINE**  
**DELIVERED TO VAL VERDE COUNTY PRECINCT #4 ROAD DEPARTMENT AT 1690**  
**CIENEGAS ROAD, DEL RIO, TEXAS 78840:**

ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
P.20	6	EA.	For furnishing all materials for complete installation of 3/4" Backflow Preventer Assemblies with Enclosures, to include but not limited to, backflow preventer, strainer, enclosure, SS anchor bolts, floor drain piping, copper piping, etc. as detailed in Miscellaneous Details Sheet 11 and in the specifications, for a complete assembly, for the sum of:  <u>One Thousand Twenty-six</u> Dollars <u>Twelve</u> Cents  (\$1,026.12) per each	\$ 6,156.72
P.21	100	L.F.	For furnishing 3/4" SDR-9 Polyethylene Tubing Service Line, for the sum of:  <u>Zero</u> Dollars <u>Forty-eight</u> Cents  (\$0.48) per linear foot	\$ 48.14
P.22	6500	L.F.	For furnishing Inductive Tracer Detection Wire for water mains, for the sum of:  <u>Zero</u> Dollars <u>Nine</u> Cents  (\$0.09) per linear foot	\$591.24

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<b>SECTION P – PROPOSAL</b>				
<b>VAL VERDE COUNTY</b>				
<b>VEGA VERDE WATER LINE</b>				
<b>(PIPELINE MATERIAL SUPPLY ONLY)</b>				
<b>TXCDBG CONTRACT NO. 7216075</b>				
<b>BASE BID PROPOSAL</b>				
<b>FOR FURNISHING ALL MATERIALS FOR THE PROPOSED VEGA VERDE WATER LINE</b>				
<b>DELIVERED TO VAL VERDE COUNTY PRECINCT #4 ROAD DEPARTMENT AT 1690</b>				
<b>CIENEGAS ROAD, DEL RIO, TEXAS 78840:</b>				
<b>ITEM NO.</b>	<b>NO. OF UNITS</b>	<b>UNIT</b>	<b>ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)</b>	<b>TOTAL AMOUNT</b>
P.23	1000	L.F.	For furnishing Silt Fence, for the sum of: <u>Zero</u> Dollars <u>Thirty-four</u> Cents (\$0.34) per linear foot	\$ <u>338.20</u>
P.24	1	L.S.	For furnishing required Bonds and Insurance, per the specifications, for the sum of: _____ Dollars _____ Cents (\$ _____) per lump sum	\$ <u>NO BID</u>
<b>TOTAL BASE BID PROPOSAL: (SUMMATION OF ITEMS P.1 THROUGH P.24)</b>				
<u>Ninety Thousand Three Hundred Five</u> Dollars				
<u>Six</u> Cents				\$ <u>90,305.06</u>

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*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:

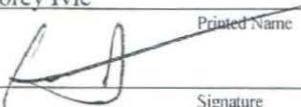
5% of Bid Amount \_\_\_\_\_ Dollars (\$ 5% of Bid Amount )

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](http://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. A copy of the certified Form 1295 including the certification number generated by the state must be provided to the County before a contract can be executed.

Ferguson Waterworks \_\_\_\_\_ (Bidder)

By: Corey Ivie \_\_\_\_\_

 \_\_\_\_\_  
Printed Name  
Signature

Title: General Manager \_\_\_\_\_

Date: January 2, 2018 \_\_\_\_\_

Address: 4427 Factory Hill Street \_\_\_\_\_

San Antonio                      Texas                      78219  
City                                      State                                      Zip

Telephone Number: (210) 333-2410 \_\_\_\_\_

Fax Number: (210) 333-2589 \_\_\_\_\_

Email: corey.ivie@ferguson.com \_\_\_\_\_

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THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Ferguson Enterprises, Inc. dba Ferguson Waterworks  
4427 Factory Hill Drive, San Antonio, TX 78219

as Principal, hereinafter called the Principal, and  
Westchester Fire Insurance Company

436 Walnut Street, P. O. Box 1000, Philadelphia, PA 19106

a corporation duly organized under the laws of the State of PA

as Surety, hereinafter called the Surety, are held and firmly bound unto

Valverde County

1690 Cienegas Road, Del Rio, TX 78840

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Furnish/Supply Pipeline Materials

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of January, 2018

*Debra Mack*  
\_\_\_\_\_  
(Witness) *Debra Mack*

*Pablo Rios, Jr.*  
\_\_\_\_\_  
(Witness)

Ferguson Enterprises, Inc. dba Ferguson Waterworks  
(Principal) (Seal)

By *Brenda Crowder*  
\_\_\_\_\_  
BRENDA CROWDER (Title)

Treasurer  
Westchester Fire Insurance Company  
(Surety)

By *Wendy Lee Watkins*  
\_\_\_\_\_  
Wendy Lee Watkins, Attorney-in-Fact



CONFORMS WITH AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

#12

State of Texas

Claim Notice Endorsement

To be attached to and form a part of Bond No. Bid Bond

In accordance with section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim of the named surety under this bond(s) should be sent to:

ACE USA Claims  
436 Walnut Street, WA10A  
Philadelphia, PA 19106-3703  
(800) 357-4473

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Power of Attorney

Bond No. Bid Bond

Westchester Fire Insurance Company

Now all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"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 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 persons 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 Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing 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.

Does hereby nominate, constitute and appoint Wendy Lee Wadkins of the City of ( Radnor ), ( PA ), each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five Million Dollars & Zero Cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 31st day of March 2017.

WESTCHESTER FIRE INSURANCE COMPANY



Signature of Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 31st day of March, AD. 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2018

Signature of Karen E. Brandt, Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 5th day of January 2018.



Signature of Dawn M. Chloros, Assistant Secretary

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Ferguson Waterworks as PRINCIPAL, and Willis of Pennsylvania, as SURETY are held and firmly bound unto Val Verde County, Texas hereinafter called the "Local Public Agency", in the penal sum of NINETY ONE THOUSAND SIX HUNDRED THIRTY SIX AND FORTY FOUR Dollars, (\$ 91,636.44 ), 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 January 5, 2018, for VEGA VERDE WATERLINE.

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 3 day of January 2018, 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.



Attest:

(SEAL)

Ferguson Waterworks

(SEAL)

By: [Signature]

Affix Corporate Seal

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## CONSTRUCTION CONTRACT

**THIS AGREEMENT** made this the 10<sup>th</sup> day of January, 2018, by and between Ferguson Waterworks hereinafter called the "Company", and Val Verde County hereinafter called the "County."

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

**ARTICLE 1. Statement of Work.** The Company 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, Vega Verde Waterline (Pipeline Material Supply Only) for the Texas Community Development Block Grant (TxCDBG) project, all in strict accordance with the contract documents thereto, numbered 7216075, dated December 12, 2017, 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 Company for the performance of the Contract in current funds, for the total quantities of work performed at the *unit prices* stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in Section P - Proposal hereof.

**Alternate Pricing Techniques:** In the event the statutory provisions require the contract price to be a fixed sum, in the absence of an approved form, the following should be substituted for Article 2 above.

**ARTICLE 3. The Contract Price.** The County will pay the Company for the performance of the Contract, in current funds, subject to additions and deductions as provided in Section 109 hereof, the sum of Ninety-one Thousand Eight Hundred Twenty-eight and 45/100 Dollars (\$91,828.45).

**ARTICLE 4. The Contract.** The executed contract documents shall consist of the following components:

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

**ARTICLE 5. Performance.** The Company shall be required to complete the delivery of materials in no more than two (2) deliveries, for up to 120 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 4, 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 4 shall govern, except as otherwise specifically stated.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in five (5) original copies on the day and year first above written.

Ferguson Waterworks  
(Company)

By [Signature]

Title General Manager

Val Verde County  
(County)

By [Signature]  
Efrain Valdez

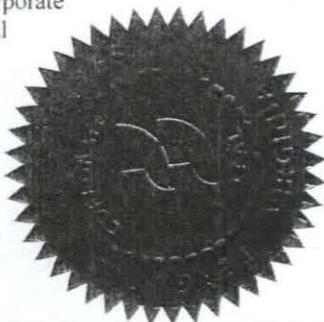
Title County Judge

Date 1-24-18

CORPORATE CERTIFICATIONS

I, Cory Eric, certify that I am the General Manager of the corporation named as Company herein; that Cory Eric who signed this Agreement on behalf of the Company, was then General Manager 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



[Signature]  
(Corporate Secretary)

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## 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.

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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

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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.

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8. Access to Records

The U.S. Department of Housing and Urban Development (HUD), Inspectors General, 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.

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**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a 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

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### Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> a. contract <u>u</u> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application <u>b</u> b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing _____ b. material change
<b>1. Name and Address of Reporting Entity:</b> _____ Prime _____ Subawardee Tier _____, if Known:  Congressional District, if known:	<b>2. If Reporting Entity in No. 4 is Subawardee,</b> Enter Name and Address of Prime:  Congressional District, if known:	
<b>3. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>4. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature:  Print Name: <u>Com Trice</u> Title: <u>General Manager</u> Telephone No.: <u>214-337-2400</u> Date: <u>1-18-13</u>	
<b>Federal Use Only</b>	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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**STATEMENT OF BIDDER'S QUALIFICATIONS**

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

Date: 1-18-18

Bidder (Legal Name of Firm): Ferguson Waterworks

Date Organized: \_\_\_\_\_

Address: 4427 Factory Hill Drive San Antonio 78219

Date Incorporated: \_\_\_\_\_

Federal ID Number: 54-1211771

Number of Years in contracting business under present name: not a contractor / supplier

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

Work Presently Under Contract:

Contract	Amount \$	Completion Date

Type of work performed by your company: material supply

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.)

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

Project	Amount \$	Mo/Yr Completed

Major equipment available for this contract: We are a supplier - NO equipment - delivery trucks 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: see attached

Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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 19 day of January, 2018.

[Signature]  
Signature

Corey Fide General Manager  
Printed Name and Title

Ferguson Waterworks  
Company Name

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NOTARY STATEMENT:

Corey Ivie being duly sworn, says that he/she is the general manager (Position/Title) GM of FEI (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, Texas in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 18<sup>th</sup> day of January, 2018.

Notary Public

[Signature]

Signature

Kathryn M. Anderson

Printed Name

My Commission Expires: 4/15/19



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

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NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas )

County of Val Verde )

Cory Pire, being first duly sworn, deposes and says that:

(1) He/She is Cory Pire of Ferguson Waterworks 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) [Signature]  
General Manager  
Title

Subscribed and sworn to me this 3<sup>rd</sup> day of January.

By: [Signature]  
Notary Public

My commission expires May 4, 2020

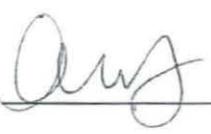


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**ATTORNEY'S REVIEW CERTIFICATION**

I, the undersigned, Ana Markowski Smith, the duly authorized and acting legal representative of the County of Val Verde, 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: 01/29/2018

Print Attorney's Name: Ana Markowski Smith

Texas State Bar Number: 12991700

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# TECHNICAL SPECIFICATIONS

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SECTION I  
GENERAL INFORMATION

I.1. SCOPE OF WORK

The work to be done under this contract includes the furnishing of all superintendence, labor, material, transportation, tools, supplies, plant equipment and appurtenances necessary for completing the material supply described herein.

I.2. MANUFACTURER'S CERTIFICATES

All manufacturer's certificates required herein are to be furnished by the Bidder at his own expense.

I.3. 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.4. REJECTED MATERIALS

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

I.5. DETAIL PLANS

Detail plans for construction are furnished herewith and made a part of these specifications, the same as if they were written herein.

I.6. 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 construction activities.

I.7. QUANTITIES

The quantities of each item on the bid proposal blank represent the approximate amount of work to be done. Final quantities actually built will be determined and paid for by actual measurements on the ground of the final work completed. No incidental items of work will be paid for unless there appears an item in the proposal for such work. It must be strictly understood that the prices bid are for complete and acceptable work.

I.8. MATERIALS

The Bidder shall furnish all materials for a complete job as shown on the plans and as required by the specifications.

I.9. 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.10. MATERIALS AND WORKMANSHIP

No material which has been used by the Bidder for any temporary purpose whatever is to be incorporated in the permanent structure without written consent of the Engineer.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product or another manufacturer, but rather to set a definite standard of performance and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the article or process is equal, in the opinion or judgment of the Engineer, to the article or process specified by name. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions are used in the specifications, the material, manufactured article or process specifically designated shall be used unless a substitute shall be approved in writing by the Engineer, and the Engineer shall have the right to require the use of such specifically designated material, article or process.

I.11. 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 "	Inch or Inches
A.S.T.M.	American Society for Testing Materials	Lin.	Linear
A.W.W.A.	American Water Works Association	Lb.	Pound
Asph.	Asphalt	M.H.	Manhole
Ave.	Avenue	Max.	Maximum
Blvd.	Boulevard	Min.	Minimum
D.I.	Ductile Iron	Mono.	Monolithic
C.L.	Centerline	No.	Number
C.O.	Cleanout	%	Percent
		P.S.I.	Pounds per square inch
		P.V.C.	Polyvinyl Chloride
		Reinf.	Reinforced

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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.12. 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.

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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.13. 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.

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SECTION B  
SPECIAL INSTRUCTIONS

B.1. SUBMITTAL DATA

Submittal Procedure:

1. The CONTRACTOR 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 CONTRACTOR shall submit to the ENGINEER for his review, via email at jniermann@trcsolutions.com, all materials to be supplied as noted in the specifications before delivery of materials.
  - b. When a submittal is satisfactory to the ENGINEER, the submittal will be returned to him stamped or marked, "No Exceptions Taken" or "Make Corrections Noted". It will be signed and dated, and will be returned to the CONTRACTOR by email.
  - c. Should a drawing be unsatisfactory to the Engineer, he will stamp thereon "Revise and Resubmit", or "Rejected", and will return the submittal to the CONTRACTOR with the necessary corrections and changes indicated. The CONTRACTOR must make such corrections and changes, and submit again. The CONTRACTOR shall revise and resubmit the working drawings, as required by the ENGINEER, until satisfactory review thereof is obtained.
  - d. The CONTRACTOR shall allow sufficient time for preliminary review, correction, and resubmission, and final review of all working (shop) drawings. The CONTRACTOR should allow not less than fourteen (14) days for each review. Drawings of items critical to job progress, when requested in writing by the CONTRACTOR, will be given priority review.

Submittal Format:

1. All materials and equipment submitted for review shall meet the following criteria: Each sheet of descriptive literature submitted shall be marked by the CONTRACTOR 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.

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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			
Fittings	X			
Fire Hydrants	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.

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- iv. If working drawings show departures from the contract requirements, the CONTRACTOR 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.

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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

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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.

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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.

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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.

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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.

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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.

1. 1 1/2" Mueller or approved equal.

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**TALLY SHEET**  
for  
**2018 RFQ for Professional Audit Services**  
December 20, 2017

Evaluator		<u>Pattillo,Brown &amp; Hill</u>	<u>Park Fowler &amp; Co.</u>	-
No. 1	Judge Valdez	90	85	0
No. 2	M. Weingardt	100	81	0
No. 3	R. Musquiz Jr.	97	86	0
		0	0	0
<b>Total Score</b>		<b>287</b>	<b>252</b>	<b>0</b>
High Scoring Firm		<u>Pattillo,Brown &amp; Hill</u>		

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**SCORE SHEET**

for

**Management of the TDHCA Self-Help Center Program  
RFP for Professional Management Services**

December 20, 2017

	<b>Evaluator</b>	<b>Equity CDC</b>		
No. 1	Judge E. Valdez	0	0	0
No. 2	Matt Wiengardt	0	0	0
No. 3	R. Musquiz Jr	0	0	0
<b>Total Score</b>		0	0	0
High Scoring Firm		<u>Equity CDC</u>		

TALLY SHEET

for

#15

**2017 RFQ for Professional Architectural and Engineering Service  
for the Development of Fairgrounds Bathrooms and Office Building**

December 21, 2017

Evaluator		<u>Garza/Bomberger &amp;</u>			
		<u>Asso.</u>	<u>Raul G. Padilla</u>	-	-
No. 1	Efrain Valdez	89	90	0	0
No. 2	M. Weingardt	77	92	0	0
No. 3	R. Musquiz Jr	88	90	0	0
		0	0	0	0
<b>Total Score</b>		<b>254</b>	<b>272</b>	<b>0</b>	<b>0</b>

High Scoring Firm

Raul G. Padilla \_\_\_\_\_

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Bills to be presented in Court January 10, 2018 Presented by Purchasing Agent						
P.O. Issue Date						
Vendor	Department	Invoice #	Amount	PO #	Invoice Date	Purchase Order Date
Thomson Reuters - West	JP 1	837351259	\$ 129.00	52780	12/04/17	12/8/2017
Thomson Reuters - West	JP 2	837370644	\$ 403.00	52747	12/4/2017	12/14/2017
No P.O.						
Vendor	Department	Invoice #	Amount		Invoice Date	No PO
Jim B. Barrera	JP1	12/31/2017	\$ 47.42		01/03/18	No PO
Jose Faz	Court at Law	43100	\$ 3,400.00		12/28/17	No PO
Lexis Nexis	83rd District Court	3091280364	\$ 68.00		12/31/17	No PO
Lexis Nexis	63rd District Court	3091284155	\$ 249.00		12/31/17	No PO
Purchase Power	District Attorney	12/17/2017	\$ 14.99		12/17/17	No PO
Purchase Power	63rd District Court	12/20/2017	\$ 150.05		12/20/17	No PO
Thomson Reuters - West	County Clerk	6118675113	\$ 95.00		12/01/17	No PO

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### Automobile Physical Proof of Loss

Coverage Document Number	Effective Agreement Year	TAC RMP Claim Number
2330	2/21/2017 – 2/21/2018	APD20173699-1

By the above referenced Automobile Physical Damage Coverage Agreement, the Member: **Val Verde County** is provided coverage against loss or damage as specifically stated in said coverage document and according to the terms and conditions contained herein, the written portion thereof and all endorsements, transfers and assignments thereon, on Automobile and equipment described as follows:

Year	Maker	Model	Vehicle Identification
2013	Ford	F150 P/U	1FTFW1EF6DKF43245

The loss occurred on the 11th Day of December, 2017 which, upon the best knowledge and belief of the Member, was caused by an auto accident.

The actual cash value or the repair cost of the vehicle described at the time of the loss, the applicable deductible and any other deduction applicable and the amount claimed under this coverage document are as follows:

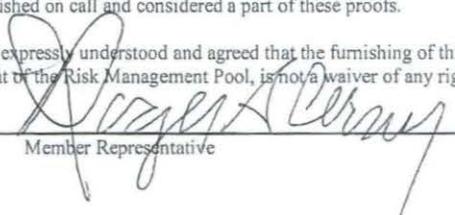
Actual Cash Value	Deductible	Towing	Salvage Amount	Amount Claimed
\$26,000.00	\$1000.00	-0-	\$0	\$25,000.00

The vehicle described belonged, at the time of the loss, to the Member in fee simple and no other person or persons had any interest therein; no assignment or transfer, or encumbrance of the vehicle has been made and no change in the title, use, or possession of the property has occurred since the inception of the applicable coverage, except: none.

There was no other insurance on the vehicle at the time of the loss except: liability limits applicable to Texas County Governmental Entities.

The said loss was not caused by design or procurement on the part of the Member, or this affiant; nothing has been done by or with the privity or consent of the Member or this affiant, to violate the conditions of the coverage document, or render it void; no articles are mentioned herein or in annexed schedules but such as were damaged or destroyed, and belonging to said vehicle and in possession of the said Member at the time of said loss; no property saved has been in any manner concealed, and no attempt to deceive the Risk Management Pool, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished on call and considered a part of these proofs.

It is expressly understood and agreed that the furnishing of this blank to the Member or the preparing of proofs by an adjuster, or any agent of the Risk Management Pool, is not a waiver of any rights of the Risk Management Pool.

  
 \_\_\_\_\_  
 Member Representative

1-5-2018  
 \_\_\_\_\_  
 Date

#19

63rd / 83rd District Attorney  
2016-2017  
Actual Budget

	District Attorney Special Accounts 2016-2017	Chapter 59 Asset Forfeiture Account 2016-2017	Aggregated Amounts 2016-2017
Beginning Bank Balances	\$ 1,008,604.26	\$ 39,921.10	\$ 1,048,525.36
<b>Revenues</b>			
Val Verde County Contributions	\$ 105,398.09		\$ 105,398.09
Kinney County Contributions	\$ 27,716.00		\$ 27,716.00
Terrel County Contributions	\$ 28,744.93		\$ 28,744.93
Interest	\$ 451.76	\$ 19.95	\$ 471.71
Texas Comptroller Reimbursements	\$ 992.06		\$ 992.06
Apportionment Funds	\$ 22,500.00		\$ 22,500.00
Miscellaneous	\$ 170.00		\$ 170.00
Total Revenues	\$ 185,972.84	\$ 19.95	\$ 185,992.79
<b>Expenses</b>			
Office Supplies	\$ 37,135.55		\$ 37,135.55
Travel and Training	\$ 1,154.12		\$ 1,154.12
Consultants-Trial Expenses	\$ 3,267.09		\$ 3,267.09
Vehicle	\$ 7,211.04		\$ 7,211.04
Capital Outlay	\$ 70,159.98		\$ 70,159.98
Salaries	\$ 337,029.09		\$ 337,029.09
FICA	\$ 25,845.72		\$ 25,845.72
Retirement	\$ -		\$ -
Health Insurance	\$ 69,056.54		\$ 69,056.54
Total Expenses	\$ 550,859.13		\$ 550,859.13
Surplus/(Deficit)	\$ (364,886.29)	\$ 19.95	\$ (364,866.34)
Ending Bank Balances	\$ 643,717.97	\$ 39,941.05	\$ 683,659.02

#21

Attest:

By: BRENDA CROWDER

Affix Corporate Seal

Attest:

By: BRENDA CROWDER

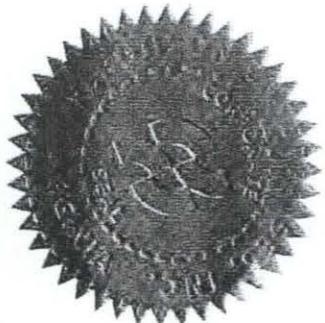
Countersigned

By WENDY LEE WADKINS

\* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Corey Frie, 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: General Manager

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

#21

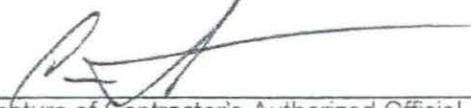
**Certification Regarding Lobbying**  
(To be submitted with each bid or offer exceeding \$100,000)

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, Ferguson Waterworks, 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

Corey Fure General Manager  
\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

1-3-18  
\_\_\_\_\_  
Date

#21

**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.

Ferguson Waterworks

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.

Cory Ivie

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]  
Signature of vendor doing business with the governmental entity

1-3-18  
Date

#21

U. S. Department of Justice  
United States Marshals Service

Modification of Intergovernmental Agreement

1. Agreement No. 80-98-0061	2. Effective Date 10/25/2017	3. Facility Code 6EB	4. Modification No. 9	5. DUNS No. 61-1754-136
6. Issuing Federal Agency  United States Marshals Service Prisoner Operations Division Intergovernmental Agreements Branch CG-3, Suite 300 Washington, DC 20530-0001		7. Local Government  Val Verde Correctional Facility 253 FM 2523 Del Rio, TX 78840		
8. Appropriation Data 15X1020	9. Per-Diem Rate \$63.81	10. Guard/Transportation Hourly Rate \$24.11		
11. Except as provided specifically herein, all terms and conditions of the document referred to in block 1, remain unchanged. Terms of this modification:  Also the purpose of this modification is to provide 5 percent increase for the 2 <sup>nd</sup> year of the Collective Bargaining Agreement (CBA) 2016-9449 (Rev. 0) dated 11/08/2016 between contractors: The GEO Group, Inc., and International Association of Machinists and Aerospace Workers, District Lodge 776, Local Lodge 2341, from October 25, 2016 – October 24, 2019. The per diem rate will increase from \$63.52 to \$63.81.  In accordance with section 2 (a) and 4 (c) of the services contract act, as amended, employees employed by the contractor (s) in performing services covered by the collective bargaining agreement (s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreements  <b>NO OTHER TERMS OR CONDITIONS, TO INCLUDE PRICE, ARE AFFECTED BY THIS CHANGE</b>				
12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:				
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL		
13. APPROVALS				
A. LOCAL GOVERNMENT  <i>[Signature]</i> _____ Signature  County Judge TITLE 1-10-18 DATE		B. FEDERAL GOVERNMENT  <i>[Signature]</i> _____ Signature  Grants Specialist TITLE 1/11/2018 DATE		

#21

U. S. Department of Justice  
United States Marshals Service

Modification of Intergovernmental Agreement

1. Agreement No. 80-98-0061	2. Effective Date 9/24/2017	3. Facility Code 6EB	4. Modification No. 8	5. DUNS No. 61-1754-136
6. Issuing Federal Agency  United States Marshals Service Prisoner Operations Division Intergovernmental Agreements Branch CG-3, Suite 300 Washington, DC 20530-0001		7. Local Government  Val Verde Correctional Facility 253 FM 2523 Del Rio, TX 78840		
8. Appropriation Data 15X1020	9. Per-Diem Rate \$63.52	10. Guard/Transportation Hourly Rate \$24.11		
11. Except as provided specifically herein, all terms and conditions of the document referred to in block 1, remain unchanged. Terms of this modification:  The purpose of this modification is to provide 5 percent increase for the 2 <sup>nd</sup> year of the Collective Bargaining Agreement (CBA) 2012-5523 (Rev. 1) dated 10/25/2016 between contractor: The GEO Group, Inc., and International Union: Security, Police, and Fire Professionals of America (SPFPA) and its Amalgamated Local 309 (SPFPA), from September 24, 2016 – September 23, 2019. The per diem rate will increase from \$62.54 to 63.52 and the guard/transportation rate from \$23.34 to \$24.11.  In accordance with section 2 (a) and 4 (c) of the services contract act, as amended, employees employed by the contractor (s) in performing services covered by the collective bargaining agreement (s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreements  <b>NO OTHER TERMS OR CONDITIONS, TO INCLUDE PRICE, ARE AFFECTED BY THIS CHANGE</b>				
12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:				
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL		
13. APPROVALS				
A. LOCAL GOVERNMENT   Signature  County Judge TITLE  1-10-18 DATE		B. FEDERAL GOVERNMENT   Signature  Grants Specialist TITLE  1/11/2018 DATE		



TREASURER'S  
PRELIMINARY REPORT

DECEMBER 2017



Val Verde County, TX

## Detail Report Account Summary

Date Range: 12/01/2017 - 12/31/2017

VOL. 50 PAGE 357

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
<b>Fund: 1111 - General Fund</b>						
<a href="#">1111-1111-00-11020</a>	Cash - Del Rio Bank & Trust Westexan	6,169,028.47	368,377.65	1,540,452.49	1,172,074.84	6,537,406.12
<a href="#">1111-1111-00-11030</a>	Cash - Texpool	1,125.14	1.11	1.11	0.00	1,126.25
<a href="#">1111-1111-00-11040</a>	Cash - General Fund Texpool 2	1,260.45	1.25	1.25	0.00	1,261.70
<a href="#">1111-1111-00-11060</a>	Cash - Hot Tax	40,038.32	1,490.94	1,490.94	0.00	41,529.26
<b>Total Fund: 1111 - General Fund:</b>		<b>6,211,452.38</b>	<b>369,870.95</b>	<b>1,541,945.79</b>	<b>1,172,074.84</b>	<b>6,581,323.33</b>
<b>Fund: 1133 - SL 179</b>						
<a href="#">1133-1111-00-11160</a>	Cash - SL79	160,301.72	6.81	6.81	0.00	160,308.53
<b>Total Fund: 1133 - SL 179:</b>		<b>160,301.72</b>	<b>6.81</b>	<b>6.81</b>	<b>0.00</b>	<b>160,308.53</b>
<b>Fund: 1134 - Library Construction</b>						
<a href="#">1134-1111-00-21115</a>	Cash - Library Construction	320,122.21	-55,873.47	0.00	55,873.47	264,248.74
<b>Total Fund: 1134 - Library Construction:</b>		<b>320,122.21</b>	<b>-55,873.47</b>	<b>0.00</b>	<b>55,873.47</b>	<b>264,248.74</b>
<b>Fund: 1166 - SF Pastures</b>						
<a href="#">1166-1111-00-11150</a>	Cash - San Felipe Pastures	32,391.84	7,933.02	7,933.02	0.00	40,324.86
<b>Total Fund: 1166 - SF Pastures:</b>		<b>32,391.84</b>	<b>7,933.02</b>	<b>7,933.02</b>	<b>0.00</b>	<b>40,324.86</b>
<b>Fund: 1177 - Tax Note 2013</b>						
<a href="#">1177-1111-00-11000</a>	Cash - 2013 Tax Note	35,456.62	-457.46	2.41	459.87	34,999.16
<b>Total Fund: 1177 - Tax Note 2013:</b>		<b>35,456.62</b>	<b>-457.46</b>	<b>2.41</b>	<b>459.87</b>	<b>34,999.16</b>
<b>Fund: 1178 - Tax Note 2016</b>						
<a href="#">1178-1111-00-11000</a>	Cash - 2016 Tax Note	1,272,975.24	-151,792.54	50,917.85	202,710.39	1,121,182.70
<b>Total Fund: 1178 - Tax Note 2016:</b>		<b>1,272,975.24</b>	<b>-151,792.54</b>	<b>50,917.85</b>	<b>202,710.39</b>	<b>1,121,182.70</b>
<b>Fund: 1222 - Balance Road &amp; Bridge</b>						
<a href="#">1222-2222-00-11130</a>	Cash - Road & Bridge Fund - Texas Community Bank	247,631.33	-72,774.93	85,695.80	158,470.73	174,856.40
<a href="#">1222-2222-00-11140</a>	Cash - Road & Bridge Texpool	811.50	0.80	0.80	0.00	812.30
<b>Total Fund: 1222 - Balance Road &amp; Bridge:</b>		<b>248,442.83</b>	<b>-72,774.13</b>	<b>85,696.60</b>	<b>158,470.73</b>	<b>175,668.70</b>
<b>Fund: 1333 - Interest &amp; Sinking</b>						
<a href="#">1333-3333-00-11070</a>	Cash - Interest & Sinking Fund Bank & Trust	15,666.23	1.93	1.93	0.00	15,668.16
<a href="#">1333-3333-00-11071</a>	Cash - Interest and Sinking Bank Trust Money M	207,480.35	79.30	79.30	0.00	207,559.65
<a href="#">1333-3333-00-11080</a>	Cash - Interest & Sinking Fund Texas Community	1,891,494.93	8,992.33	8,992.33	0.00	1,900,487.26
<a href="#">1333-3333-00-11090</a>	Cash - Interest & Sinking Fund Texpool	4,184.02	4.14	4.14	0.00	4,188.16
<a href="#">1333-3333-00-11200</a>	Cash - Interest & Sinking Fund CD	622,977.73	0.00	0.00	0.00	622,977.73
<b>Total Fund: 1333 - Interest &amp; Sinking:</b>		<b>2,741,803.26</b>	<b>9,077.70</b>	<b>9,077.70</b>	<b>0.00</b>	<b>2,750,880.96</b>
<b>Fund: 1444 - Payroll Clearing County</b>						
<a href="#">1444-4444-00-11110</a>	Cash - Payroll Clearing Bank & Trust	716,696.56	-353,323.36	891,082.39	1,244,405.75	363,373.20

Detail Report

Date Range: 12/01/2017 - 12/31/2017

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
<b>Total Fund: 1444 - Payroll Clearing County:</b>		<b>716,696.56</b>	<b>-353,323.36</b>	<b>891,082.39</b>	<b>1,244,405.75</b>	<b>363,373.20</b>
<b>Fund: 1555 - Law Library</b>						
<u>1555-1111-00-11170</u>	Cash - Texas Community Bank Law Library	4,199.39	-952.06	2,375.94	3,328.00	3,247.33
<b>Total Fund: 1555 - Law Library:</b>		<b>4,199.39</b>	<b>-952.06</b>	<b>2,375.94</b>	<b>3,328.00</b>	<b>3,247.33</b>
<b>Fund: 2666 - Grants</b>						
<u>2666-6666-00-21000</u>	Cash - Border Prosecution 2537703	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21010</u>	Cash - Border Prosecution 2537706	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21015</u>	Cash - Border Prosecution 2537705	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21020</u>	Cash - Help America Vote Act	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21030</u>	Cash - HIDTA Amistad Intell 2017	0.00	0.00	9,658.22	9,658.22	0.00
<u>2666-6666-00-21040</u>	Cash - HIDTA Del Rio Task Force 2016	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21050</u>	Cash - HIDTA Amistad Intell 2016	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21060</u>	Cash - HIDTA Amistad Intell 2014	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21070</u>	Cash - HIDTA Del Rio Task Force 2017	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21080</u>	Cash - HIDTA Del Rio Task Force 2014	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21090</u>	Cash - HIDTA Eagle Pass Task Force 2016	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21100</u>	Cash - HIDTA Eagle Pass Task Force 2014	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21110</u>	Cash - Indigent Defense Grant	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21120</u>	Cash - Local Border Security 2995203	0.00	-1,186.93	0.00	1,186.93	-1,186.93
<u>2666-6666-00-21130</u>	Cash - Local Border Security 2995202	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21131</u>	Cash - Local Border Security 2015	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21132</u>	Cash - HIDTA Del Rio Task For 2015	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21134</u>	Cash - HIDTA Eagle Pass Task 2015	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21136</u>	Cash - HIDTA Amistad Intell 2015	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21137</u>	Cash - Water Development Board	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21138</u>	Cash - Water Development Bank and Trust	942,000.00	0.00	0.00	0.00	942,000.00
<u>2666-6666-00-21140</u>	Cash - National Park Service	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21150</u>	Cash - Office of Justice Bullet Proof Vest	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21160</u>	Cash - Southwest Border Prosecution Initiative	38,875.78	0.00	0.00	0.00	38,875.78
<u>2666-6666-00-21170</u>	Cash - Stonegarden 2016	0.00	-16,800.00	23,701.54	40,501.54	-16,800.00
<u>2666-6666-00-21180</u>	Cash - HIDTA - Eagle Pass Task Force 2017	0.00	0.00	5,596.16	5,596.16	0.00
<u>2666-6666-00-21190</u>	Cash - Border Prosecution 2537707	0.00	0.00	10,940.75	10,940.75	0.00
<u>2666-6666-00-21191</u>	Cash - Stonegarden 2014	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21192</u>	Cash - Stonegarden 2015	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21200</u>	Cash - T.C.D.B.G. #711385	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21210</u>	Cash - T.C.D.B.G. #712085	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21215</u>	Cash - T.D.H.C.A. #7214013	0.00	-56,308.62	0.00	56,308.62	-56,308.62
<u>2666-6666-00-21220</u>	Cash - T.C.D.B.G. #713076	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21230</u>	Cash - T.C.D.B.G. #713125	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21240</u>	Cash - T.C.D.B.G. #713157	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21245</u>	Cash - T.C.D.B.G. #712085	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21250</u>	Cash - T.C.D.B.G. #713479	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21253</u>	Cash - DWI/Drug Court	-880.87	0.00	0.00	0.00	-880.87

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Detail Report

Date Range: 12/01/2017 - 12/31/2017

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
<u>2666-6666-00-21254</u>	Cash -T.C.D.B.G. #7215499	0.00	0.40	70,433.00	70,432.60	0.40
<u>2666-6666-00-21260</u>	Cash - Texas Depart of Housing & Community Affairs	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21270</u>	Cash - Texas Depart of Transportation Frontera Road	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21280</u>	Cash -Texas Depart of Transportation Amistad Acres	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21290</u>	Cash - U.S. Department of Housing & Urban Dev	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21296</u>	Cash -Tx Dept Trans Infrastructure	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21298</u>	Cash - West Gate	910,000.03	0.00	0.00	0.00	910,000.03
<u>2666-6666-00-21300</u>	Cash - Non Reportable Grants	27,261.57	42.33	38,997.05	38,954.72	27,303.90
<u>2666-6666-00-21310</u>	Cash - Texas A & M Forest Service	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21311</u>	Cash - T.C.D.B.G #7216075	0.00	0.00	4,400.50	4,400.50	0.00
<u>2666-6666-00-21312</u>	Cash - NIBRS 3200601	0.00	0.00	0.00	0.00	0.00
<b>Total Fund: 2666 - Grants:</b>		<b>1,917,256.51</b>	<b>-74,252.82</b>	<b>163,727.22</b>	<b>237,980.04</b>	<b>1,843,003.69</b>
<b>Fund: 4121 - Val Verde County Auditors Special Account</b>						
<u>4121-1400-00-41000</u>	Cash - County Auditor Special Account	11,198.98	-782.85	60,755.47	61,538.32	10,416.13
<b>Total Fund: 4121 - Val Verde County Auditors Special Account:</b>		<b>11,198.98</b>	<b>-782.85</b>	<b>60,755.47</b>	<b>61,538.32</b>	<b>10,416.13</b>
<b>Fund: 4145 - Security Fees</b>						
<u>4145-1111-00-41080</u>	Cash - Security Fee	134,538.14	932.05	1,027.05	95.00	135,470.19
<b>Total Fund: 4145 - Security Fees:</b>		<b>134,538.14</b>	<b>932.05</b>	<b>1,027.05</b>	<b>95.00</b>	<b>135,470.19</b>
<b>Grand Totals:</b>		<b>13,806,835.68</b>	<b>-322,388.16</b>	<b>2,814,548.25</b>	<b>3,136,936.41</b>	<b>13,484,447.52</b>

**Fund Summary**

Fund	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
1111 - General Fund	6,211,452.38	369,870.95	1,541,945.79	1,172,074.84	6,581,323.33
1133 - SL 179	160,301.72	6.81	6.81	0.00	160,308.53
1134 - Library Construction	320,122.21	-55,873.47	0.00	55,873.47	264,248.74
1166 - SF Pastures	32,391.84	7,933.02	7,933.02	0.00	40,324.86
1177 - Tax Note 2013	35,456.62	-457.46	2.41	459.87	34,999.16
1178 - Tax Note 2016	1,272,975.24	-151,792.54	50,917.85	202,710.39	1,121,182.70
1222 - Balance Road & Bridge	248,442.83	-72,774.13	85,696.60	158,470.73	175,668.70
1333 - Interest & Sinking	2,741,803.26	9,077.70	9,077.70	0.00	2,750,880.96
1444 - Payroll Clearing County	716,696.56	-353,323.36	891,082.39	1,244,405.75	363,373.20
1555 - Law Library	4,199.39	-952.06	2,375.94	3,328.00	3,247.33
2666 - Grants	1,917,256.51	-74,252.82	163,727.22	237,980.04	1,843,003.69
4121 - Val Verde County Auditors Special	11,198.98	-782.85	60,755.47	61,538.32	10,416.13
4145 - Security Fees	134,538.14	932.05	1,027.05	95.00	135,470.19
<b>Grand Total:</b>	<b>13,806,835.68</b>	<b>-322,388.16</b>	<b>2,814,548.25</b>	<b>3,136,936.41</b>	<b>13,484,447.52</b>

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<b>FUNDS FOR THE MONTH OF DECEMBER 2017</b>	BEGINNING BALANCE	REVENUES	INTEREST	EXPENSES	ENDING BALANCE
TAX COLLECTORS / TAX PAYERS ESCROW ACCOUNT	132,910.50	16,250.69	6.17	1,461.95	\$147,705.41
TAX COLLECTORS / VIT ESCROW ACCOUNT	288,994.02	27,314.51	53.71	76.55	\$316,285.69
TAX OFFICE/ ASSESSOR AND COLLECTOR OF TAXES	2,467,838.22	3,905,438.88	724.49	4,752,137.23	\$1,621,864.36
TAX OFF/ AUTO DEPT ASSESSOR AND COLLECTOR OF TAXES	326,572.01	675,124.23	12.79	697,989.41	\$303,719.62
VAL VERDE COUNTY ATTORNEY- COLLECTION ACCOUNT	24,522.58	0.00	1.04		\$24,523.62
VAL VERDE COUNTY ATTORNEY - MERCHANT ACCOUNT	17,055.03	0.00	0.72	193.36	\$16,862.39
VAL VERDE COUNTY ATTORNEY- PRE-TRIAL DIVERSION	40,215.40	4,250.00	1.81	0.00	\$44,467.21
COUNTY CLERK RECORD MANAGEMENT & PRESERVATION FUND	322,282.03	5,733.00	124.48	1,736.18	\$326,403.33
COUNTY CLERK RECORD ARCHIVE FUND	267,015.02	5,483.00	103.40		\$272,601.42
COUNTY CLERK ELECTION SERVICES CONTRACT FUND	11,657.49	0.00	0.00	4,322.50	\$7,334.99
DPS SPECIAL PROJECTS ACCOUNT	7,753.85	0.00	0.33	0.49	\$7,753.69
VAL VERDE COUNTY WELLNESS SPECIAL ACCOUNT	676.11				\$676.11
DISTRICT ATTORNEY-PAYROLL ACCOUNT	10,363.50		0.44		\$10,363.94
INVESTIGATOR FOR DISTRICT ATTORNEY SPECIAL ACCOUNT	615,237.12		26.12	0.49	\$615,262.75
INVESTIGATOR FOR DISTRICT ATTORNEY	10,419.18	0.00	0.44	0.49	\$10,419.13
DISTRICT CLERK- COURT COST ACCOUNT	404,053.22	17,926.69	0.00	16,140.36	\$405,839.55
DISTRICT CLERK- REGISTRY FUND	558,820.23	12,938.63	0.00	64,620.63	\$507,138.23
DISTRICT CLERK-RECORD ARCHIVE FUND	18,592.90	77.82	0.00	0.00	\$18,670.72
DISTRICT CLERK-MOP 2006 REGISTRY ACCOUNT	65,027.55	0.00	0.00	0.00	\$65,027.55
DISTRICT CLERK RECORD PRESERVATION	23,229.01	6.66	8.88		\$23,244.55
DISTRICT CLERK-MOP 2006 COURT COSTS	71,586.56	0.00	0.00	0.00	\$71,586.56
RECORD PRESERVATION	36,043.94	507.74	13.93	0.00	\$36,565.61
COURT AT LAW CONTRIBUTION ACCOUNT	520.74				\$520.74
BAIL SECURITY	38,429.20		14.69		\$38,443.89
WELFARE FUND - COUNTY JUDGE	22,714.80	95.00	8.35	366.35	\$22,451.80
COURT AT LAW TECHNOLOGY FUND	486.71	41.00	0.17	0.00	\$527.88
<b>TOTAL</b>					<b>\$4,916,260.74</b>

\*\*\*\*\*HIGHLIGHTED ACCOUNTS HAVE NOT BEEN TURNED IN\*\*\*\*\*  
 SHOWING BALANCE FROM PREVIOUS MONTH



### Pool Information

Location: 78328  
Val Verde County

#### TexPool

Average Monthly rate for December	1.1764%
Average Monthly Dividend Factor for December	0.000032231
<b>Information as of</b>	January 7, 2018
Daily Net Yield	1.2832%
Dividend Factor	0.000035157
7 Day Net Yield	1.28%
Daily Assets	\$18,611,644,481.87
Weighted Average Maturity	31 days
Weighted Average Life	89 days
NAV	0.99991

Performance data quoted represents past performance which is no guarantee of future results. Investment return will fluctuate. The value of an investment when redeemed may be worth more or less than the original cost. Current performance may be higher or lower than performance stated.

For more information, see the TexPool Information Statement available on the TexPool web site, [www.texpool.com](http://www.texpool.com). You should consider the investment objectives, risks, charges, and expenses carefully before you invest. Information about these and other important subjects is in the Information Statement which you should read carefully before investing.

An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at \$1.00 per share, it is possible to lose money by investing in the security.

- (1) "WAM Days" is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.
- (2) "WAM Days" is calculated in the same manner as the described in footnote 1, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.
- (3) All current yields for TexPool Prime, for each date, reflect a waiver of some of all management fees.



ACCOUNT HISTORY REPORT						
	<b>Location:</b> 78328					
	<b>Acct Nbr:</b> 2331000003					
	<b>Acct Name:</b> ROAD & BRIDGE FUND					
	<b>Name:</b> VAL VERDE COUNTY					
	<b>Pool Name:</b> TEXPOOL					
	<b>Pool Nbr:</b> 449					
Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/17					\$810.28
MONTHLY INTEREST	10/31/17	10/31/17	\$1.00	\$0.62		\$810.90
MONTHLY INTEREST	11/30/17	11/30/17	\$1.00	\$0.60		\$811.50
MONTHLY INTEREST	12/31/17	12/31/17	\$1.00	\$0.80		\$812.30
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ACCOUNT HISTORY REPORT						
	<b>Location:</b> 78328					
	<b>Acct Nbr:</b> 2331000004					
	<b>Acct Name:</b> VAL VERDE COUNTY INTEREST & SINKING FUND					
	<b>Name:</b> VAL VERDE COUNTY					
	<b>Pool Name:</b> TEXPOOL					
	<b>Pool Nbr:</b> 449					
Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/17					\$4,176.70
MONTHLY INTEREST	10/31/17	10/31/17	\$1.00	\$3.72		\$4,180.42
MONTHLY INTEREST	11/30/17	11/30/17	\$1.00	\$3.60		\$4,184.02
MONTHLY INTEREST	12/31/17	12/31/17	\$1.00	\$4.14		\$4,188.16
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